	Case 2:17-ap-01271-SK Doc 3 Filed 05/12/ Main Document F	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	James A. Dumas (SBN 76284) Christian T. Kim (SBN 231017) DUMAS & KIM, APC 3435 Wilshire Boulevard, Suite 990 Los Angeles, California 90010 Phone: 213-368-5000 Fax: 213-368-5009 Attorneys for Chapter 7 Trustee and Plaintiff, Sam S. Leslie UNITED STATES BAN CENTRAL DISTRICT LOS ANGELES In re: VANNESA ELISA LY, Debtor. SAM S. LESLIE, Chapter 7 Bankruptcy Trustee of VANNESA ELISA LY, Plaintiff, v. BRAD LIN, an individual, VANNESA ELISA LY, a/k/a VANNESA LY, a/k/a VANNARA CHEAM, a/k/a VANNY LY, an individual, CORPRO SERVICES, INC., a California corporation, GOLDEN PACIFIC INVESTMENT, INC., a Nevada corporation, 1438 EAST HOLT, LLC, a California limited liability company, JUVA INVESTMENTS, LLC, a California limited liability company, 1504 EAST DEXTER, LLC, a California limited liability company, KAI INDUSTRIES, LLC, a California limited liability company, KKL CAMERON, LLC, a California limited liability company, JUVA INC., a California limited liability company, JUVA INC., a California limited liability company, KKL CAMERON, LLC, a California limited liability company, JUVA INC., a California	OF CALIFORNIA

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Main Document Page 2 of 101 In re: VANNESA ELISA LY CHAPTER: 7 Leslie v. Lin CASE NUMBER: 2:16-bk-22420-SK ADV. CASE NUMBER: 2:17-ap-01271-SK Debtor(s) PROOF OF SERVICE OF DOCUMENT I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 3435 Wilshire Blvd., Ste. 990, Los Angeles, CA 90010. A true and correct copy of the foregoing document entitled (specify): Adversary Proceeding Cover Sheet, Complaint, Procedures Regarding Telephonic Appearances, Summons and Notice of Status Conference in Adversary Procedure(LBR 7004-11 will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below: 1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) May 12, 2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: James A Dumas idumas@dumas-law.com. idumas@ecf.inforuptcv.com Christian T Kim ckim@dumas-law.com, ckim@ecf.inforuptcy.com United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov Service information continued on attached page 2. SERVED BY UNITED STATES MAIL: On (date) May 12, 2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. Vannesa Elisa Ly 13519 Foster Ave #A Baldwin Park, CA 91706 Brad Lin 13519 Foster Ave #A Baldwin Park, CA 91706 Service information continued on attached page 3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) May 12, 2017, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed. United States Bankruptcy Court Edward R. Roybal Federal Building and Courthouse Honorable Sandra R. Klein 255 E. Temple Street, Suite 1582 / Courtroom 1575 Los Angeles, CA 90012 Service information continued on attached page I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Danielle M. Landeros

Printed Name

/s/ Danielle M. Landeros

Signature

Date

May 12, 2017

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 3 of 101

In re: VANNESA ELISA LY

Leslie v. Lin

CHAPTER: 7

CASE NUMBER: 2:16-bk-22420-SK

ADV. CASE NUMBER: 2:17-ap-01271-SK

Debtor(s)

Gionanni Orantes, Esq. ORANTES LAW FIRM, P.C. 3435 Wilshire Blvd., Ste. 2920 Los Angeles, CA 90010

Brad Lin 19702 Cameron Avenue Covina CA 91724

Brad Lin 1504 E. Dexter Street Covina, CA 91724

Brad Lin 329 W. Spring Street Long Beach, California 90806

1438 EAST HOLT, LLC, a California limited liability company Agent for Service of Process: Jimmy Chim 964 E. Badillo #114 Covina, CA 91724

1504 EAST DEXTER, LLC, a California limited liability company Agent for Service of Process: Jimmy Chim 964 E. Badillo #114 Covina, CA 91724

CORPRO SERVICES, INC., a California corporation Agent for Service of Process: Meng Hak Cheam 13519 Foster Ave Baldwin Park, CA 91706

GOLDEN PACIFIC INVESTMENT, INC., a Nevada corporation Agent for Service of Process Roland Rivera 8857 Diamond Wood Court Las Vegas, NV 89139

JUVA INC., a California corporation Agent for Service of Process: Justin Lynch 15855 E. Edna Ste., #25 Irwindale, CA 91706

JUVA INVESTMENTS, LLC, a California limited liability company Agent for Service of Process: Justin G. Lynch 15855 E. Edna Ste., #25 Irwindale, CA 91706

KAI INDUSTRIES, LLC, a California limited liability company Agent for Service of Process: Vannesa Ly 13519 Foster Ave Baldwin Park, CA 91706

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Page 4 of 101 Main Document In re: VANNESA ELISA LY CHAPTER: 7 Leslie v. Lin CASE NUMBER: 2:16-bk-22420-SK ADV. CASE NUMBER: 2:17-ap-01271-SK Debtor(s)

KKL CAMERON, LLC, a California limited liability company Agent for Service of Process: Justin G. Lynch 15855 E. Edna Ste., #25 Irwindale, CA 917

Desc

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 1 of 91

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEE (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)				
PLAINTIFFS SAM S. LESLIE, Chapter 7 Bankruptcy Trustee of VANNESA ELISA LY	DEFENDANTS BRAD LIN, an individual, VANNESA ELISA LY, a/k/a VANNESA LY, a/k/a VANNARA CHEAM, a/k/a VANNY LY, an individual, CORPRO SERVICES, INC., a California corporation, GOLDEN PACIFIC INVESTMENT, INC., a Nevada corporation, 1438 EAST HOLT, LLC, a California limited liability company, JUVA INVESTMENTS, LLC, a California limited liability company, 1504 EAST DEXTER, LLC, a California limited liability company, KAI INDUSTRIES, LLC, a California limited liability company, KKL CAMERON, LLC, a California limited liability company, JUVA INC., a California corporation, and DOES 1 – 50, inclusive,				
ATTORNEYS (Firm Name, Address, and Telephone No.) DUMAS & KIM, APC. Christian T. Kim, Esq. 3435 WIlshire Blvd., Ste. 990 Los Angeles, CA 90010 213/368-5000 Fax: 213/368-5009 Email: ckim@dumas-law.com	ATTORNEYS (If Known) Giovanni Orantes, Esq., Attorney for Debtor Vannesa E. Ly ORANTES LAW FIRM, P.C. 3435 Wilshire Blvd Ste 2920 Los Angeles, CA 90010 Phone Number: (213) 389-4362 e-mail: go@gobklaw.com				
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	PARTY (Check One Box Only) ☑ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor □ Other □ Trustee				
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUES INVOLVED) COMPLAINT FOR: 1) TURNOVER AND ACCOUNTING; 2) AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS; 3) DECLARATORY RELIEF; 4) CONVERSION; 5) CONSPIRACY TO DEFRAUD; AND 6) BREACH OF IMPLIED AGREEMENT [11. U.S.C. §§ 105(a), 542, 544, 548, 550]					
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1 first alternative cause as 2, second alternative cause as 3, etc.)					
FRBP 7001(1) - Recovery of Money/Property [X] 11-Recovery of money/property - §542 turnover of property [] 12-Recovery of money/property - §547 preference [] 6 [X] 13-Recovery of money/property - §548 fraudulent transfer [] 6 [X] 14-Recovery of money/property - other	RBP 7001(6) - Dischargeability (continued) 1-Dischargeability - §523(a)(5), domestic support 8-Dischargeability - §523(a)(6), willful and malicious injury 3-Dischargeability - §523(a)(8), student loan 4-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) 5-Dischargeability - other				
FRBP 7001(2) - Validity, Priority or Extent of Lien [] 21-Validity, priority or extent of lien or other interest in property F	RBP 7001(7) - Injunctive Relief 1-Injunctive relief - imposition of stay 2-Injunctive relief - other				
[] 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) - Objection/Revocation of Discharge [] 8	RBP 7001(8) Subordination of Claim or Interest 1-Subordination of claim or interest				
FRBP 7001(5) - Revocation of Confirmation [X]9 [] 51-Revocation of confirmation	RBP 7001(9) Declaratory Judgment 1-Declaratory judgment				
FRBP 7001(6) - Dischargeability [] 0 [] 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims [] 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud [] S	RBP 7001(10) Determination of Removed Action 1-Determination of removed claim or cause Other S-SIPA Case - 15 U.S.C. §§78aaa et.seq. 2-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)				
(continued next column)					
Check if this case involves a substantive issue of state law	Check if this is asserted to be a class action under FRCP 23				
Check if a jury trial is demanded in complaint	Demand \$ According to proof				
Other Relief Sought					

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Movin Document Page 2 of 91

B1040 (FORM 1040) (12/15)

BANKRUPTCY CAS	EIN WHICH	H THIS ADVERSARY	PRO	CEEDING ARISES		
NAME OF DEBTOR BANKRUPTCY CASE NO						
Vannesa Elisa Ly				2:16-bk-22420-SK		
DISTRICT IN WHICH CASE IS PENDIN	IG DIVIS	ISION OFFICE NAM		ME OF JUDGE		
Central District of California	Los Angeles		Honorable Sandra Klein			
RELATED ADVERSARY PROCEEDING (IF ANY)						
PLÁINTIFF	DEFENDAN	Т	Α	DVERSARY PROCEEDING NO.		
Sam S. Leslie, Chp. 7 Bankruptcy Trustee of Vannesa Elisa Ly	Vannesa	sa Elisa Ly		2:16-ap-01482-SK		
DISTRICT IN WHICH ADVERSARY IS	DIVISION OFFICE	N	AME OF JUDGE			
Central District of California		Los Angeles		Honorable Sandra Klein		
SIGNATURE OF ATTORNEY (OR PLAINTIFF)						
ehtin 1. 1/n						
DATE	PRINT NAME OF ATTORNEY (OR PLAINTIFF)					
May 11, 2017	17 Christian T. Kim					

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

Desc

Desc

James A. Dumas (SBN 76284) 1 Christian T. Kim (SBN 231017) DUMAS & KIM, APC 3435 Wilshire Boulevard, Suite 990 Los Angeles, California 90010 3 Phone: 213-368-5000 213-368-5009 4 Fax: 5 Attorneys for Chapter 7 Trustee and Plaintiff, Sam S. Leslie 6 UNITED STATES BANKRUPTCY COURT 7 CENTRAL DISTRICT OF CALIFORNIA 8 LOS ANGELES DIVISION 9 10 In re: Case No: 2:16-bk-22420-SK 11 VANNESA ELISA LY, [Chapter 7] 12 Debtor. Adversary No.: 13 14 SAM S. LESLIE, Chapter 7 Bankruptcy Trustee of **COMPLAINT FOR:** VANNESA ELISA LY. 15 (1) TURNOVER AND ACCOUNTING; (2) AVOIDANCE AND RECOVERY OF 16 Plaintiff, FRAUDULENT TRANSFERS; 17 v. (3) DECLARATORY RELIEF; (4) CONVERSION; 18 BRAD LIN, an individual, VANNESA ELISA LY, (5) CONSPIRACY TO DEFRAUD; AND a/k/a VANNESA LY, a/k/a VANNARA CHEAM, (6) BREACH OF IMPLIED AGREEMENT 19 a/k/a VANNY LY, an individual, CORPRO SERVICES, INC., a California corporation, 20 GOLDEN PACIFIC INVESTMENT, INC., a [11. U.S.C. §§ 105(a), 542, 544, 548, 550] 21 Nevada corporation, 1438 EAST HOLT, LLC, a California limited liability company, JUVA 22 INVESTMENTS, LLC, a California limited liability company, 1504 EAST DEXTER, LLC, a 23 California limited liability company, KAI 24 INDUSTRIES, LLC, a California limited liability company, KKL CAMERON, LLC, a California 25 limited liability company, JUVA INC., a California corporation, and DOES 1-50, inclusive, 26 27 Defendants. 28

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04

Main Document

Case 2:17-ap-01271-SK Maxim Documents/11/Page Frote 10/105/11/17 11:56:13

Page 3 of 91

Desc

Desc

3

4

5

6

TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY JUDGE, AND THE ABOVE-CAPTIONED DEFENDANTS:

Plaintiff, Sam S. Leslie, the duly appointed and acting chapter 7 bankruptcy trustee for the

debtor, Vannesa Elisa Ly, complains against the above-captioned defendants (collectively, the "Defendants"), and each of them, as follows:

7

8 9

10

11 12

13

14 15

16

17

18

19 20

21

22 23

24

25

26 27

28

I.

PARTIES AND JURISDICTION

- 1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§1334 and 157, and this is a core proceeding under 28 U.S.C. §§157(b)(1), 157(b)(2)(A), (E), (H), (J), (K), or (O). In the event this proceeding is determined to include non-core claims for relief, the Plaintiff consents to the entry of a final order or judgment by the Bankruptcy Court as to any such claims. Venue in the Central District of California, Los Angeles Division (the "Bankruptcy Court"), is proper pursuant to 28 U.S.C. §1409 in that this adversary proceeding is related to the bankruptcy case of Vannesa Elisa Ly, bearing case number 2:16-bk-22420-SK, (the "Bankruptcy Case") presently pending under Chapter 7 of Title 11 of the United States Code in the Bankruptcy Court.
- Plaintiff Sam S. Leslie is the duly appointed and acting chapter 7 trustee ("Plaintiff" or "Trustee") of the bankruptcy estate of the debtor, Vannesa Ly. Vannesa Ly commenced her case by filing a voluntary petition under Chapter 7 of the Bankruptcy Code in the Bankruptcy Court, on September 19, 2016. ("Petition Date")
- 3. Defendant, BRAD LIN, ("LIN") is, and at all times all times alleged herein, an individual residing in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that LIN is the nonmarital partner of the Vannesa Ly and lives with Vannesa Ly.
- 4. Defendant, VANNESA ELISA LY, a/k/a VANNESA LY, a/k/a VANNARA CHEAM, a/k/a VANNY LY ("Debtor" or "LY"), is and at all times all times alleged herein, an individual residing in the County of Los Angeles in the State of California and subject to the

4 5

6

7

8

10 11

12 13

1415

16 17

18

19 20

2122

2324

2526

2728

jurisdiction of this Court.

- 5. Defendant, CORPRO SERVICES, INC. ("CORPRO") is, and at all times all times alleged herein, a California corporation located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor wholly owns or controls CORPRO.
- 6. Defendant, GOLDEN PACIFIC INVESTMENT, INC. ("GOLDEN PACIFIC") is, and at all times all times alleged herein, a Nevada corporation doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor wholly owns or controls GOLDEN PACIFIC.
- 7. Defendant, 1438 EAST HOLT, LLC ("<u>HOLT</u>") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor owns or controls HOLT, with her nonmarital partner, defendant LIN. Plaintiff is informed and believes and thereon alleges that LIN is the managing member of HOLT.
- 8. Defendant, JUVA INVESTMENTS, LLC ("<u>JUVA INVESTMENTS</u>") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor owns or controls JUVA INVESTMENTS, with her nonmarital partner, defendant LIN.
- 9. Defendant, 1504 EAST DEXTER, LLC ("DEXTER") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor owns or controls DEXTER, with her nonmarital partner, defendant LIN.
- 10. Defendant, KAI INDUSTRIES, LLC, ("<u>KAI INDUSTRIES</u>") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is

informed and believes and thereon alleges that, the Debtor owns or controls KAI, with her nonmarital partner, defendant LIN.

- 11. Defendant, KKL CAMERON, LLC ("<u>CAMERON</u>") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor owns or controls CAMERON, with her nonmarital partner, defendant LIN.
- 12. Defendant, JUVA INC. ("JUVA INC" and collectively referred to herein with CORPRO, GOLDEN PACIFIC, HOLT, JUVA INVESTMENTS, DEXTER, KAI INDUSTRIES, and CAMERON as the "DEBTOR ENTITIES") is, and at all times all times alleged herein, a California limited liability company located and doing business in the County of Los Angeles in the State of California and subject to the jurisdiction of this Court. Plaintiff is informed and believes and thereon alleges that, the Debtor owns or controls JUVA INC, with her nonmarital partner, defendant LIN.
- 13. The true names and capacities of DOES 1 through 50 are unknown to Plaintiff, who therefore sues these defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege such names and capacities as soon as they are ascertained. Plaintiff is informed and believes and thereon alleges that, each of the fictitiously named defendants are in some manner responsible, liable, and/or obligated to Plaintiff in connection with the acts alleged herein.
- 14. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, and Does 1 through 50 are the controlling entities and/or alter-egos of the other Defendants, and of each other, and ratified, authorized, and/or directed the conduct of the named Defendants. In doing the things hereinafter alleged, Defendants, and each of them, acted as the agents, servants and employees of the Defendants, who acted within the course and scope of their agency and employment, and with knowledge, consent and approval of their Co-Defendants whereby their conduct was ratified by their Co-Defendants.
- 15. Plaintiff is informed and believes and thereon alleges that, Defendants and Does 1 through 50 are co-conspirators and/or aiding and abetting the other Defendants in all wrongful action

1

herein alleged. Each Defendant was aware of their co-conspirators' plan, agreed thereto, and intended said wrongful acts, and thereafter cooperated in performing said action to achieve the goal.

3

4

5

6 7

8

10

11 12

13 14

15 16

17

18 19

20

2122

23

24

2526

27

28

II.

ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

- 16. Plaintiff refers to the allegations set forth in paragraph 1 through 15 hereof and incorporates said allegations herein as if fully set forth hereat.
- 17. Plaintiff is informed and believes and thereon alleges that defendant LIN and the Debtor have lived together as nonmarital partners since at least 2011 and have a son together named Kai Lin a/k/a Keileigh Lin. ("KAI") Plaintiff is further informed and believes and thereon alleges that at since at least 2011, defendant LIN and the Debtor acted and presented themselves as a legally married couple, including on social media websites.
- 18. Plaintiff is informed and believes and thereon alleges that beginning from at least 2011, defendant LIN and the Debtor have operated as nonmarital business partners whereby defendant LIN would assist the Debtor in hiding assets and insulating the Debtor from liability from her creditors.
- 19. Plaintiff is informed and believes and thereon alleges that, the Debtor at all times herein mentioned owned, dominated, influenced and/or controlled each of the DEBTOR ENTITES and the officers thereof as well as the business, property, and affairs of each of the said DEBTOR ENTITES.
- 20. Plaintiff is informed and believes and thereon alleges that, at all times since the incorporation or formation of each, each DEBTOR ENTITY has been and now is a mere shell and naked framework which the Debtor and defendant, LIN used as a conduit for the conduct of their personal business, property and affairs.
- 21. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned, each of the DEBTOR ENTITES was created and continued pursuant to a fraudulent plan, scheme and device conceived and operated by the Debtor and defendant, LIN to obtain money, real property and other property by fraudulent means through the Debtor and hide assets through

defendant LIN and the DEBTOR ENTITIES.

- 22. Plaintiff is informed and believes and thereon alleges that CORPRO is an entity owned or controlled by the Debtor. As reflected in the Statement of Information filed by the Debtor on June 13, 2016, the Debtor is the Chief Executive Officer, Secretary and Chief Financial Officer of CORPRO. (A true and correct copy of the Statement of Information is attached hereto as **Exhibit** "A" and incorporated herein by this reference.)
- 23. Plaintiff is informed and believes and thereon alleges that CORPRO provides construction and other contractor related services and is currently being used as part of the Debtor and defendant, Defendants' fraudulent scheme to divert assets of the Debtor from the Debtor's creditors and insulate the Debtor from liability. The Plaintiff is informed and believes that CORPRO has co-mingled its assets with the Debtor, defendant LIN and the other named DEBTOR ENTITIES. CORPRO is property of the Debtor's bankruptcy estate.
- 24. Plaintiff is informed and believes and thereon alleges that GOLDEN PACIFIC is a shell corporation owned by the Debtor and currently being used as part of the Debtor and defendant, and Defendants' fraudulent scheme to divert assets of the Debtor from the Debtor's creditors and insulate the Debtor from liability. The Plaintiff is informed and believes that GOLDEN PACIFIC has co-mingled its assets with the Debtor, defendant LIN and the other named DEBTOR ENTITIES. GOLDEN PACIFIC is property of the Debtor's bankruptcy estate.

1438 E. Holt Avenue, Covina, California 91724

- 25. The Plaintiff is informed and believes and thereon alleges that defendant, LIN and the Debtor purchased the real property located at 1438 E. Holt Avenue, Covina, California 91724 ("Holt Avenue Property") via a grant deed recorded on October 3, 2013 for a purchase price of \$2,400,000. Defendant LIN and the Debtor took title to the Holt Avenue Property as "Brad Lin and Vannesa Ly, Husband and Wife as Joint Tenants." (A true and correct copy of the October 3, 2013 grant deed is attached hereto as **Exhibit "B"** and incorporated herein by this reference.)
- 26. The Plaintiff is informed and believes and thereon alleges that on October 29, 2013 defendant, LIN and the Debtor transferred the Holt Avenue Property for \$0 to "Brad Lin, a Married Man, as his sole and separate property, as to an undivided 60.0000% interest and Zion S. Lin and

- Lena Lenita Lin, Husband and Wife a Joint Tenants, as to an undivided 40.000% interest, all as Tenants in Common." ("October 2013 Transfer") Plaintiff is informed and believes and thereon alleges that Zion Lin and Lena Lin are relatives of defendant LIN and insiders of the Debtor. (A true and correct copy of the October 29, 2013 grant deed is attached hereto as **Exhibit "C"** and incorporated herein by this reference.)
- 27. The Plaintiff is informed and believes and thereon alleges that on October 20, 2014, defendant, LIN and the Debtor transferred the Holt Avenue Property for \$0 to "Brad Lin, an unmarried man, as to an undivided 60.0000% interest and Zion S. Lin and Lena Lenita Lin, Husband and Wife as joint tenants, as to an undivided 40.000% interest, all as tenants in common." ("October 2014 Transfer") (A true and correct copy of the October 20, 2014 grant deed is attached hereto as Exhibit "D" and incorporated herein by this reference.)
- 28. The Plaintiff is informed and believes and thereon alleges that on January 9, 2015, defendant LIN, Zion S. Lin and Lena Lin transferred their interest in the Holt Avenue Property to defendant HOLT for \$0 ("January 2015 Transfer" and collectively referred to with the October 2013 Transfer, October 2014 Transfer as the "Fraudulent Transfers") (A true and correct copy of the January 9, 2015 grant deed is attached hereto as **Exhibit "E"** and incorporated herein by this reference.)
- 29. The Plaintiff is informed and believes and thereon alleges that on April 28, 2016, HOLT sold the Holt Avenue Property to Roberto and Blanca Landeros for a sale price of \$3,200,000.
- 30. The Plaintiff is informed and believes and thereon alleges that the agent for service of process for HOLT is an individual named Jimmy Chim. Plaintiff is informed and believes that Jimmy Chim is a relative or insider of the Debtor or defendant LIN, has no true ownership interest in HOLT, and the Debtor and defendant LIN only used Mr. Chim's name to disguise the fact that they owned and controlled HOLT for the purpose of hindering, evading and frustrating the creditors of the Debtor. Plaintiff is informed and believes and thereon alleges that Jimmy Chim was only 21 years old at the time HOLT was formed on or about December 15, 2014. (A true and correct copy of the Articles of Organization of HOLT filed with the California Secretary of State on December 15, 2014 is attached hereto as **Exhibit "F"** and incorporated herein by this reference.)

1504 E. Dexter Street, Covina, CA 91724

- 31. The Plaintiff is informed and believes and thereon alleges that on or about November 14, 2014, defendant LIN purchased the real property located at 1504 E. Dexter Street, Covina, CA 91724 ("Dexter Property") for a sale price of approximately \$1,100,000.
- 32. The Plaintiff is informed and believes and thereon alleges that on or about June 5, 2015, defendant LIN transferred the Dexter Property to DEXTER for \$0. (A true and correct copy of the grant deed recorded on June 5, 2015 is attached hereto as **Exhibit "G"** and incorporated herein by this reference.)
- 33. The Plaintiff is informed and believes and thereon alleges that the agent for service of process for DEXTER is an individual named Jimmy Chim. Plaintiff is informed and believes that Jimmy Chim is a relative or insider of the Debtor or defendant LIN, has no true ownership interest in DEXTER, and the Debtor and defendant LIN only used Mr. Chim's name to disguise the fact that they owned and controlled DEXTER for the purpose of hindering, evading and frustrating the creditors of the Debtor. Plaintiff is informed and believes and thereon alleges that Jimmy Chim was only 21 years old at the time DEXTER was formed on or about December 15, 2014. (A true and correct copy of the Articles of Organization of DEXTER filed with the California Secretary of State on December 15, 2014 is attached hereto as **Exhibit "H"** and incorporated herein by this reference.)
- 34. The Plaintiff is informed and believes and thereon alleges that on or about January 11, 2017, DEXTER transferred the Dexter Property to defendant LIN for \$0, and after the Petition Date. (A true and correct copy of the grant deed recorded on January 11, 2017 is attached hereto as **Exhibit** "I" and incorporated herein by this reference.)

The April 29, 2016 Entities

35. The Plaintiff is informed and believes and thereon alleges that on or about April 29, 2016, JUVA INVESTMENTS was formed by Justin G. Lynch, an attorney who has represented the Debtor in six separate bankruptcy cases within a span of two years, including the Debtor's current pending case, In re Vannesa Elisa Ly (2:16-bk-22420-SK) and the following five cases that were either dismissed or converted: In re Vannesa Elisa Ly (2:16-bk-16171-VZ), In re MC Pharmacy, Inc. (2:16-bk-22758-NB), In re 1415 Garfield, LLC (2:15-bk-18337-RK), In re 1425 Garfield, LLC (2:15-bk-22758-NB)

bk-18339-RK), <u>In re 1435 Garfield, LLC</u> (2:15-bk-18377-RK). Plaintiff is informed and believes and thereon alleges that Justin Lynch is the agent for service of process of JUVA INVESTMENTS, but has no true ownership interest or control over JUVA INVESTMENTS. (A true and correct copy of Articles of Organization of JUVA INVESTMENTS is attached hereto as **Exhibit "J"** and incorporated herein by this reference.)

- 36. The Plaintiff is informed and believes and thereon alleges that JUVA INVESTMENTS was formed for the purpose of shielding assets of the Debtor and defendant, LIN, in the event that the Debtor's prior bankruptcy filing in In re Vannesa Elisa Ly (2:16-bk-16171-VZ) on May 10, 2016, resulted in adverse consequences to the Debtor or defendant, LIN. The Plaintiff is informed and believes and thereon alleges that JUVA INVESTMENTS is located at the office address used by the Debtor and which is located in a building owned by KAI INDUSTRIES, one of the DEBTOR ENTITIES.
- 37. The Plaintiff is informed and believes and thereon alleges that on or about April 29, 2016, JUVA INC. was formed by Justin G. Lynch, an attorney who has represented the Debtor in six separate bankruptcy cases within a span of two years. Plaintiff is informed and believes and thereon alleges that Justin Lynch is the agent for service of process for JUVA, INC. and is located at the office address used by the Debtor and which is located in a building owned by KAI INDUSTRIES, one of the DEBTOR ENTITIES. Plaintiff is informed and believes and thereon alleges that Justin Lynch has no ownership interest or control over JUVA, INC. (A true and correct copy of Articles of Organization of JUVA INC. is attached hereto as **Exhibit "K"** and incorporated herein by this reference.)
- 38. The Plaintiff is informed and believes and thereon alleges that CAMERON was formed for the purpose of shielding assets of the Debtor and defendant, LIN, in the event that the Debtor's prior bankruptcy filing in <u>In re Vannesa Elisa Ly</u> (2:16-bk-16171-VZ) on May 10, 2016, resulted in adverse consequences to the Debtor or defendant, LIN.
- 39. The Plaintiff is informed and believes and thereon alleges that on or about April 29, 2016, CAMERON was formed by Justin G. Lynch, an attorney who has represented the Debtor in six separate bankruptcy cases within a span of two years. Plaintiff is informed and believes and thereon

alleges that Justin Lynch is the agent for service of process for JUVA, INC. and is located at the office address used by the Debtor and which is located in a building owned by KAI INDUSTRIES, one of the DEBTORS' ENTITIES. Plaintiff is informed and believes and thereon alleges that Justin Lynch has no ownership interest or control over CAMERON (A true and correct copy of Articles of Organization of CAMERON is attached hereto as **Exhibit "L"** and incorporated herein by this reference.)

40. The Plaintiff is informed and believes and thereon alleges that CAMERON was formed for the purpose of shielding assets of the Debtor and defendant, LIN, in the event that the Debtor's prior bankruptcy filing in <u>In re Vannesa Elisa Ly</u> (2:16-bk-16171-VZ) on May 10, 2016, resulted in adverse consequences to the Debtor or defendant, LIN.

19702 Cameron Avenue, Covina CA 91724

- 41. The Plaintiff is informed and believes and thereon alleges that on or about May 13, 2016, approximately 2 weeks after the Holt Avenue Property was sold, and three days after the Debtor's initial bankruptcy filing, HOLT purchased the real property located at 19702 Cameron Avenue, Covina CA 91724. ("Cameron Property") The Plaintiff is informed and believes that funds used by HOLT to purchase the Cameron Property were the same funds received from the sale of the Holt Avenue Property and the Fraudulent Transfers.
- 42. Plaintiff is informed and believes and thereon alleges that the Cameron Property was purchased for a sale price of \$1,299,000. Plaintiff is further informed and believes and thereon alleges that HOLT obtained a loan which was secured by a first position deed of trust in favor of PSG Capital Partners, Inc. for \$780,000. Accordingly, Plaintiff is informed and believes and thereon alleges that the Cameron Property had approximately \$500,000 in equity at the time HOLT purchased it.
- 43. Plaintiff is informed and believes and thereon alleges that on or about December 27, 2016, LIN recorded a deed of trust for a purported obligation of \$1,200,000 in favor of JUVA INVESTMENTS. ("CAMERON LIEN") The deed of trust reflects that JUVA INVESTMENTS is both the trustee and beneficiary. (A true and correct copy of the deed of trust is attached hereto as **Exhibit "M"** and incorporated herein by this reference.)

6

14

12

15 16

17

18 19

20 21

22

23

24 25

26 27

28

44. Plaintiff is informed and believes and thereon alleges that the CAMERON LIEN is a fake protection lien that was recorded by LIN and the Debtor for the purpose of protecting the equity in the Cameron Property from the Debtor's creditors and the Trustee. Plaintiff is further informed and believes that the Trustee's investigation into the Debtor's affairs additionally precipitated the recording of the CAMERON LIEN

15805 - 15809 Edna Place, Baldwin Park, California 91706

- Plaintiff is informed and believes and thereon alleges that the real property located at 15805 – 15809 Edna Place, Baldwin Park, California 91706 ("Edna Property") is owned by KAI INDUSTRIES, and is a commercial building. Plaintiff is informed and believes and thereon alleges that the Debtor is the agent for service of process for KAI INDUSTRIES. (True and correct copies of the Articles of Organization filed on July 19, 2011 and the Statement of Information filed on December 2, 2016 are attached hereto as **Exhibit "N"** and incorporated herein by this reference.)
- 46. Plaintiff is informed and believes and thereon alleges that on or about December 27, 2016, LIN recorded a deed of trust for a purported obligation of \$600,000 in favor of JUVA INVESTMENTS. ("EDNA LIEN") The deed of trust reflects that JUVA INVESTMENTS is both the trustee and beneficiary. (A true and correct copy of the deed of trust is attached hereto as Exhibit "O" and incorporated herein by this reference.)
- 47. Plaintiff is informed and believes and thereon alleges that the EDNA LIEN is a fake protection lien that was recorded by LIN and the Debtor for the purpose of protecting the equity in the Edna Property from the Debtor's creditors and the Trustee. Plaintiff is further informed and believes that the Trustee's investigation into the Debtor's affairs additionally precipitated the recording of the EDNA LIEN, which was recorded the same day as the CAMERON LIEN.

329 W. Spring Street, Long Beach, California 90806

48. Plaintiff is informed and believes and thereon alleges that the real property located at 329 W. Spring Street in Long Beach, California 90806 ("Spring Property") is owned by GOLDEN PACIFIC. Plaintiff is informed and believes and thereon alleges that defendant LIN and two other insiders of the Debtor, Meng Hak Cheam and Chheng Sok Ngo, transferred the Spring Property to GOLDEN PACIFIC for no consideration in a grant deed recorded on September 4, 2014. (A true and

6

10

11

9

12 13

14

15 16

17

18 19

21

20

2223

2425

26

27

28

correct copy of the grant deed is attached hereto as **Exhibit "P"** and incorporated herein by this reference.)

49. Plaintiff is informed and believes and thereon alleges that despite the transfer of the Spring Property to GOLDEN PACIFIC, a corporation wholly owned by the Debtor, defendant LIN continued to remain personally liable on a deed of trust secured against the Spring Property recorded on August 10, 2012. (A true and correct copy of the August 10, 2012 deed of trust is attached hereto as **Exhibit "Q** and incorporated herein by this reference.)

III.

FIRST CLAIM FOR RELIEF

(11 U.S.C. §§ 105, 541, 542)

(For Turnover and Accounting of Property of the Estate Against All Defendants and DOES 1 - 50)

- 50. Plaintiff refers to the allegations set forth in paragraph 1 through 49 hereof and incorporates said allegations herein as if fully set forth hereat.
- 51. The Debtor has a legal or equitable interest in CORPRO SERVICES as of the commencement of her bankruptcy proceeding. All interests of the Debtor in CORPRO SERVICES as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or CORPRO SERVICES is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of CORPRO SERVICES and all property owned or controlled by CORPRO SERVICES, and an accounting of all funds or property derived from CORPRO SERVICES.
- 52. The Debtor has a legal or equitable interest in GOLDEN PACIFIC as of the commencement of her bankruptcy proceeding. All interests of the Debtor in GOLDEN PACIFIC as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or GOLDEN PACIFIC is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of GOLDEN PACIFIC and all property owned or controlled by GOLDEN PACIFIC, including the

Spring Property, and an accounting of all funds or property derived from GOLDEN PACIFIC.

- 53. The Debtor has a legal or equitable interest in HOLT as of the commencement of her bankruptcy proceeding. All interests of the Debtor in HOLT as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or HOLT is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of HOLT and all property owned or controlled by HOLT, including the Cameron Property and an accounting of all funds or property derived from HOLT.
- 54. The Debtor has a legal or equitable interest in JUVA INVESTMENTS as of the commencement of her bankruptcy proceeding. All interests of the Debtor in JUVA INVESTMENTS as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or JUVA INVESTMENTS is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of JUVA INVESTMENTS and all property owned or controlled by JUVA INVESTMENTS, including the CAMERON LIEN and EDNA LIEN, and an accounting of all funds or property derived from JUVA INVESTMENTS, the CAMERON LIEN and EDNA LIEN.
- 55. The Debtor has a legal or equitable interest in DEXTER as of the commencement of her bankruptcy proceeding. All interests of the Debtor in DEXTER as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or DEXTER is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of DEXTER and all property owned or controlled by DEXTER, and an accounting of all funds or property derived from DEXTER.
- 56. The Debtor has a legal or equitable interest in KAI INDUSTRIES as of the commencement of her bankruptcy proceeding. All interests of the Debtor in KAI INDUSTRIES as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or KAI INDUSTRIES is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of KAI INDUSTRIES and all property owned or controlled by KAI INDUSTRIES, including the Edna Property, and an accounting of all funds or property derived from KAI INDUSTRIES.

12

13

14

15

16

17

18

- 57. The Debtor has a legal or equitable interest in CAMERON as of the commencement of her bankruptcy proceeding. All interests of the Debtor in CAMERON as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or CAMERON is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of CAMERON and all property owned or controlled by CAMERON, and an accounting of all funds or property derived from CAMERON.
- 58. The Debtor has a legal or equitable interest in JUVA, INC. as of the commencement of her bankruptcy proceeding. All interests of the Debtor in JUVA, INC as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or JUVA, INC. is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of JUVA, INC and all property owned or controlled by JUVA, INC, and an accounting of all funds or property derived from JUVA, INC.
- 59. The Debtor has a legal or equitable interest in Dexter Property as of the commencement of her bankruptcy proceeding. All interests of the Debtor in the Dexter Property as of the commencement of the case are under the sole, equal, or joint management of the Debtor, or the Dexter Property is liable for an allowable claim against the Debtor, or for an allowable claim against the Debtor. Accordingly, Plaintiff is entitled to a judgment requiring the turnover of the Dexter Property and an accounting of all funds or property derived from the Dexter Property.

19

20

21

22

23

24

25

26

2728

IV.

SECOND CLAIM FOR RELIEF

(For Avoidance of Constructive Fraudulent Transfers Under 11 U.S.C. §544(b) and California Civil Code §§ 3439.05 and 3439.07-09 against Defendants 1438 EAST HOLT, LLC and BRAD LIN)

- 60. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 61. Within four years prior to the Petition Date, the Debtor made the Fraudulent Transfers without receiving a reasonably equivalent value in exchange for the Fraudulent Transfers.

1415

16

1718

19 20

2122

23

2425

26

2728

62. The Debtor was insolvent on the date the Fraudulent Transfers were made or became insolvent as a result of the Fraudulent Transfers.

63. The Plaintiff is informed and believes that defendants LIN and HOLT did not take possession of the Holt Avenue Property in good faith and for a reasonably equivalent value, and took possession thereof with knowledge of the voidability of the Fraudulent Transfers. Therefore, the Fraudulent Transfers are avoidable under Section 544(b) and California Civil Code sections 3439.05 and 3439.07-09, and Plaintiff is entitled to a judgment against HOLT and LIN for the value of the Debtor's interest in the Holt Avenue Property that was fraudulently transferred.

V.

THIRD CLAIM FOR RELIEF

(For Avoidance of Constructive Fraudulent Transfers Under 11 U.S.C. §544(b) and California Civil Code §§ 3439.04(a)(2)(A) and 3439.07-09 against Defendants 1438 EAST HOLT, LLC and BRAD LIN)

- 64. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 65. Within four years prior to the Petition Date, the Debtor made the Fraudulent Transfers without receiving a reasonably equivalent value in exchange for the Fraudulent Transfers.
- 66. The Debtor was engaged in or was about to be engaged in a business or transaction for which the remaining assets of the Debtor were unreasonably small in relation to the business or transaction.
- 67. The Plaintiff is informed and believes that defendants LIN and HOLT did not take possession of the Holt Avenue Property in good faith and for a reasonably equivalent value, and took possession thereof with knowledge of the voidability of the Fraudulent Transfers. Therefore, the Fraudulent Transfers are avoidable under Section 544(b) and California Civil Code sections 3439.04(a)(2)(A) and 3439.07-09, and Plaintiff is entitled to a judgment against HOLT and LIN for the value of the Debtor's interest in the Holt Avenue Property that was fraudulently transferred.

2

4 5

6 7

8

1011

12

13 14

16

15

17

18

19 20

21

22

2324

2526

27

28

VI.

FOURTH CLAIM FOR RELIEF

(For Avoidance of Constructive Fraudulent Transfers Under 11 U.S.C. §544(b) and California Civil Code §§ 3439.04(a)(2)(B) and 3439.07-09 against Defendants 1438 EAST HOLT, LLC and BRAD LIN)

- 68. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 69. Within four years prior to the Petition Date, the Debtor made the Fraudulent Transfers without receiving a reasonably equivalent value in exchange for such Fraudulent Transfers.
- 70. The Debtor intended to incur, or believed or reasonably should have believed that she would incur, debts beyond her ability to pay as they became due.
- 71. The Plaintiff is informed and believes that defendants LIN and HOLT did not take possession of the Holt Avenue Property in good faith and for a reasonably equivalent value, and took possession thereof with knowledge of the voidability of the Fraudulent Transfers. Therefore, the Fraudulent Transfers are avoidable under Section 544(b) and California Civil Code sections 3439.04(a)(2)(B) and 3439.07-09, and Plaintiff is entitled to a judgment against HOLT and LIN for the value of the Debtor's interest in the Holt Avenue Property that was fraudulently transferred.

VII.

FIFTH CLAIM FOR RELIEF

(For Avoidance of Actual Fraudulent Transfers Under 11 U.S.C. §544(b) and California Civil Code §§ 3439.04(a)(1) and 3439.07-09 against Defendants 1438 EAST HOLT, LLC and BRAD LIN)

- 72. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 73. Within four years prior to the Petition Date, the Debtor made the Fraudulent Transfers with the actual intent to hinder, delay or defraud any creditor of the Debtor.
 - 74. The Plaintiff is informed and believes that defendants LIN and HOLT did not take

1

possession of the Holt Avenue Property in good faith and for a reasonably equivalent value, and took possession thereof with knowledge of the voidability of such Fraudulent Transfers. Therefore, the Fraudulent Transfers are avoidable under Section 544(b) and California Civil Code sections 3439.04(a)(1) and 3439.07-09, and Plaintiff is entitled to a judgment against HOLT and LIN for the value of the Debtor's interest in the Holt Avenue Property that was fraudulently transferred.

6

7

8

10

1112

13 14

15 16

17

18

19

2021

2223

2425

26

27

28

VIII.

SIXTH CLAIM FOR RELIEF

(For Recovery of Avoided Transfer or Value Thereof Under 11 U.S.C. §550 against Defendants 1438 EAST HOLT, LLC and BRAD LIN)

- 75. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 76. Plaintiff is entitled to not only avoid the Fraudulent Transfer, but also to recover the assets of the Debtor or the value thereof under Section 550(a) for the benefit of the Estate from Defendants HOLT and LIN.

IX.

SEVENTH CLAIM FOR RELIEF

(11 U.S.C. §105)

(For Declaratory Relief against All Defendants and DOES 1-50)

- 77. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 78. An actual controversy exists as to whether, as of the date of the filing of this Complaint, whether CORPRO SERVICES, GOLDEN PACIFIC, HOLT, JUVA INVESTMENTS, DEXTER, KAI INDUSTRIES, CAMERON, Holt Avenue Property, Dexter Property, Cameron Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN are property of the Debtor's bankruptcy estate.
 - 79. Plaintiff requests a declaration of this Court that CORPRO SERVICES, GOLDEN

PACIFIC, HOLT, JUVA INVESTMENTS, DEXTER, KAI INDUSTRIES, CAMERON, Holt Avenue Property, Dexter Property, Cameron Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN are property of the Debtor's bankruptcy estate.

4

5

6 7

8

9

10

11 12

13 14

16 17

15

18

19 20

2122

2324

25

///

///

///

26

27

28

X.

EIGHTH CLAIM FOR RELIEF

(For Conversion against defendant BRAD LIN and DOES 1-50)

- 80. Plaintiff refers to the allegations set forth in paragraphs 1 through 59 hereof and incorporates said allegations herein as if fully set forth hereat.
- 81. Plaintiff is informed and believes and thereon alleges that defendant LIN wrongfully exercised control over property of the estate.
- 82. The DEBTOR ENTITIES, Holt Avenue Property, Dexter Property, Cameron Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN are property of the Debtor's bankruptcy estate.
- 83. Defendant LIN and DOES 1 50 intentionally and substantially interfered with the estate's rights to the The DEBTOR ENTITIES, Holt Avenue Property, Dexter Property, Cameron Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN by misappropriating, transferring, dissipating, using and otherwise preventing the estate from obtaining possession of such property.
- 84. As a consequence of defendant LIN and DOES 1 50's conversion of the DEBTOR ENTITIES, Holt Avenue Property, Dexter Property, Cameron Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN, the estate was damaged in a sum to be determined at trial, plus prejudgment interest and exemplary and punitive damages, and defendant LIN and DOES 1 50's conduct was a substantial factor in causing the estate harm.

XI.

(For Conspiracy to Defraud against Defendants BRAD LIN, VANNESA LY and DOES 1 – 50 under 11 U.S.C. §105(a).)

NINTH CLAIM FOR RELIEF

- 85. Plaintiff refers to the allegations set forth in paragraph 1 through 84 hereof and incorporates said allegations herein as if fully set forth hereat.
- 86. Plaintiff is informed and believes, and thereon alleges, that at all times material herein mentioned each of the Defendants was the agent of each of the remaining Defendants, and in doing the things herein alleged, acted within the course and scope of such agency.
- Plaintiff is informed and believes, and thereon alleges, that at all times material herein, Defendants LIN and LY and DOES 1 50, and each of them, knowingly and willingly conspired and agreed among themselves to hinder, frustrate, delay or defraud the Debtor's creditors and the Trustee by, including but not limited to, engaging in the Fraudulent Transfers, creating JUVA INVESTMENTS, CAMERON and JUVA, INC., recording the CAMERON LIEN and EDNA LIEN, without the consent or knowledge of the Trustee or the Debtor's creditors, and such acts were done to wrongfully enrich the Defendants, and dilute the amount of property that could be liquidated for the benefit of the Debtor's creditors.
- 88. Plaintiff is informed and believes, and thereon alleges, that at all times material herein, that engaging in the Fraudulent Transfers, creating JUVA INVESTMENTS, CAMERON and JUVA, INC., recording the CAMERON LIEN and EDNA LIEN, was carried out in furtherance of the conspiracy to hinder, delay, frustrate and defraud the Debtor's creditors and the Trustee and made with intentional malice, oppression and fraud. ("Conspiracy")
- 89. As a proximate result of the Conspiracy, Plaintiff has been damaged in at least the amount to be determined at trial and the attorney fees and costs that will be incurred by the estate in this Adversary Proceeding. Accordingly, Plaintiff seeks to recover from the defendants the amount thereof, prejudgment interest on these amounts, and all other consequential and punitive damages and sanctions as determined by the Court.

2

3

4 5

7

6

8 9

10

11 12

13

14

15 16

17

18

19 20

21

22

23 24

25

26 27

28

XII.

TENTH CLAIM FOR RELIEF

(For Breach of Implied Agreement against Defendant BRAD LIN)

- 90. Plaintiff refers to the allegations set forth in paragraph 1 through 89 hereof and incorporates said allegations herein as if fully set forth hereat.
- 91. Plaintiff is informed and believes and thereon alleges that defendant LIN was and is the nonmarital cohabitant of the Debtor.
- 92. Based on the conduct and actions of defendant LIN and the Debtor, an implied partnership agreement was created whereby defendant LIN and the Debtor agreed to share earnings, property and acquisitions obtained by the both of them and entities controlled by them, including the DEBTOR ENTITIES, and to financially support each other as parents of their joint child, KAI. ("Implied Contract")
- 93. At all times relevant herein, defendant LIN and Debtor knew or had substantial reason to know, that all assets acquired by the both of them would used to support each other
- 94. Based on the intentional failure to include the DEBTOR ENTITIES as assets in the Debtor's bankruptcy, defendant LIN breached the Implied Contract with the Debtor, and the Debtor's estate was substantially harmed as a consequence of the breach of the Implied Contract.
- 95. As a proximate and direct result of defendant LIN's breach of the Implied Contract, Plaintiff has been damaged in an amount to be determined at trial, and entitled to a judgment against defendant LIN, including prejudgment interest and all other consequential damages.

XIII.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

ON THE FIRST CLAIM FOR RELIEF:

For a judgment against Defendants Brad Lin, Vannesa Ly, Corpro Services, Inc.,
 Golden Pacific Investment, Inc., 1438 East Holt, LLC, Juva Investments, LLC, 1504
 East Dexter, LLC, Kai Industries, LLC, KKL Cameron, LLC, and Juva, Inc. requiring

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

a turnover and accounting of all property, including the Holt Avenue Property,
Cameron Property, Dexter Property, Edna Property, Spring Property, CAMERON
LIEN and the EDNA LIEN.

ON THE SECOND THROUGH SIXTH CLAIMS FOR RELIEF:

2. For a judgment against Defendants Brad Lin and 1438 East Holt, LLC avoiding and recovering the value of the Fraudulent Transfers.

ON THE SEVENTH CLAIM FOR RELIEF

3. For a declaration that Corpro Services, Inc., Golden Pacific Investment, Inc., 1438
East Holt, LLC, Juva Investments, LLC, 1504 East Dexter, LLC, Kai Industries, LLC,
KKL Cameron, LLC, Juva, Inc., Holt Avenue Property, Cameron Property, Dexter
Property, Edna Property, Spring Property, CAMERON LIEN and EDNA LIEN are
property of the Debtor's bankruptcy estate

ON THE EIGHTH CLAIM FOR RELIEF

- 4. For a judgment against Defendant Brad Lin according to proof.
- 5. For punitive and exemplary and consequential damages and prejudgment interest against Defendant Brad Lin.

ON THE NINTH CLAIM FOR RELIEF

- 6. For a judgment against Defendants Brad Lin and Vannesa Ly according to proof.
- 7. For punitive and exemplary and consequential damages, sanctions, attorneys' fees and prejudgment interest against Defendants Brad Lin and Vannesa Ly.

ON THE TENTH CLAIM FOR RELIEF

- 8. For a judgment against Defendant Brad Lin according to proof.
- 9. For punitive and exemplary and consequential damages and prejudgment interest against Defendant Brad Lin.

ON ALL CLAIMS FOR RELIEF

- 10. For prejudgment interest;
- 11. For costs of suit herein incurred; and
- 12. For such other and further relief as the court may deem just and proper.

	Case 2:17-ap-01271-SK	Doc 3	Filed 05/12	2/17	Entered 05/12/17	7 16:17:04	Desc
	Case 2:17-ap-01271-SK	Majn _c D _c	ocument5/1	P/age	22h 02fr = 10 + 15/11/17	11:56:13	Desc
1	·	Main D	Document	Page	24 of 91		

DUMAS & KIM, APC

Christian T. Kim, Attorneys for Plaintiff and Chapter 7 Trustee, Sam S. Leslie

EXHIBIT "A"

EXHIBIT "A"

N



State of California Secretary of State

FE19656

FILED

In the office of the Secretary of State of the State of California

JUN-13 2016

Statement of Information

(Domestic Nonprofit, Credit Union and General Cooperative Corporations)

Filing Fee: \$20.00. If this is an amendment, see instructions. IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

CORPORATE NAME
 CORPRO SERVICES INC.

. CALIFORNIA CORPORATE NUMBER

C3459260		This Space for Fil	ing Use Only			
Complete Principal Office Address (Do not abbreviate the name of the city, Item 3 cannot be a P.O. Box.)						
3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE			
15855 EDNA PLACE 11 B, IRWINDALE, CA 91706			=			
4. MAILING ADDRESS OF THE CORPORATION	CITY	STATE	ZIP CODE			
Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)						
5. CHIEF EXECUTIVE OFFICER/ ADDRESS	CITY	STATE	ZIP CODE			
VANNESA LY 15855 EDNA PLACE, IRWINDALE, CA 91706						
6. SECRETARY ADDRESS VANNESA ELISA LY 15855 EDNA PLACE, IRWINDALE, CA 91706	CITY	STATE	ZIP CODE			
7. CHIEF FINANCIAL OFFICER/ ADDRESS VANNESA ELISA LY 15855 EDNA PLACE, IRWINDALE, CA 91706	CITY	STATE	ZIP CODE			
Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.						
8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the co- MENG HAK CHEAM	rporation's agent MUST have	e agreed to act in that capac	ity prior to the designation.)			
9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN IN 13519 FOSTER AVE, BALDWIN PARK, CA 91706	DIVIDUAL CITY	STATE	ZIP CODE			
Common Interest Developments						
Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.						
11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.						
06/13/2016 VANNESA ELISA LY P	RESIDENT					
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNAT	URE			
SI-100 (REV 01/2016)		APPROVED BY	SECRETARY OF STATE			

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 31 of 101 Entered 05/11/17 11:56:13 Desc Main Document Page 27 of 91

EXHIBIT "B"

EXHIBIT "B"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majoc Doc Interno 5/11/14/19 32/10/16/10/10/17/11:56:13 Desc Main Document Page 28 of 91

This page is part of your document - DO NOT DISCARD





20131430718



Pages: 0004

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

10/03/13 AT 08:00AM

FEES: 25.00
TAXES: 2,640.00
OTHER: 0.00
PAID: 2,665.00





201310031020002

00008389215



005812507

SEQ:

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t60

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majoc Documents/1P/age 32netre 0105/11/17 11:56:13 Desc Main Document Page 29 of 91

RECORDING REQUESTED BY: First American Title Company

AND WHEN RECORDED MAIL TO:

Brad Lin and Vannesa Ly 13519 Foster Avenue Baldwin Park, CA 91706



THIS SPACE FOR RECORDER'S USE ONLY Title Order No.: 4424555 Escrow No.: 016751-05 **GRANT DEED** THE UNDERSIGNED GRANTOR(S) DECLARE(S) **DOCUMENTARY TRANSFER TAX is \$2,640 00** [X] computed on full value of property conveyed, or [] computed on full value less value of liens or encumbrances remaining at time of sale. [] Unincorporated area [X] City of Covina AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Rio S. Ong and Lillian Shaw Ong, Husband and Wife as Community Property hereby GRANT(s) to: Brad Lin and Vannesa Ly, Husband and Wife as Joint Tenants the real property in the City of Covina, County of Los Angeles, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 1438 East Holt Avenue, Covina, CA AP#: 8448-019-047 **DATED July 26, 2013** STATE OF CALIFORNIA LOS Angeles Rio S September 9, 2013 On before me, Vickie V. Hua A Notary Public personally appeared Jonathan Ong and Lillian Shaw Ong Lillian Shaw Ong who proved to me on the basis of satisfactory evidence to be

> VICKIE V. HUA Commission # 2031091 Notary Public - California Los Angeles County My Comm. Expires Jul 24, 2017

MĂIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

acted, executed the instrument.

the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in the/he/their authorized capacity(les), and that by hts//he/r/their signature(s) on the instrument the

person(s), or the entity upon behalf of which the person(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing poragraph is true and correct. WITNESS my hand and official soal.

(Seal)

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 34 of 91



Order Number: 4424555 Page Number; 7

EX.A

Real property in the City of Covina, County of Los Angeles, State of California, described as follows:

LOT 2 OF TRACT 43208 IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1067, PAGE(S) 34-36 OF MAPS.

APN: 8448-019-047

Y

Anyta P

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement

is attached reads as follows:				
Name of Notary	VICKIE V. HMA			
Date Commission Expires	JUI, 24, 17			
Notary Identification Number	2031091			
· · · · · · · · · · · · · · · · · · ·	(For Notaries commissioned after 1-1-1992)			
Manufacturer/Vendor Identification Number				
	(For Notaries commissioned after 1-1-1992)			
Place of Execution of this Declaration	BLEN			
Date	10/02/13			
\				
Anyta P / DPS Agent				

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Doc 1 Filed 05/11/17 Entered 05/11/17 11:56:13 Desc Main Document Page 32 of 91

EXHIBIT "C"

EXHIBIT "C"

This page is part of your document - DO NOT DISCARD





20131542454

Pages: 0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/29/13 AT 01:41PM

FEES: 22.00
TAXES: 0.00
OTHER: 0.00
PAID: 22.00



LEADSHEET



201310290040028

00008490856



005862829

SEQ: 02

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

The undersigned

AND WHEN RECORDED MAIL TO:

Brad Lin, Zion S. Lin and Lena Lenita Lin

1438 EMS1 HOLT AVC.

COVINIA C17 91724

THIS SPACE FOR RECORDER'S USE ONLY:

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$0.00

- [] computed on full value of property conveyed, or
-] computed on full value less value of liens or encumbrances remaining at time of sale.
- [] Unincorporated area [X] City of Covina AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Brad Lin and Vannesa Ly, Husband and Wife

hereby GRANT(s) to:

Brad Lin, a Married Man, as his sole and separate property, as to an undivided 60.0000% interest and Zion S. Lin and Lena Lenita Lin, Husband and Wife a Joint Tenants, as to an undivided 40,0000% interest, all as Tenants in Common

Brad

the real property in the City of Covina, County of Los Angeles, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 1438 East Holt Avenue, Covina, CA

AP#: 8448-019-047

"This is a bonafide gift and the grantor received nothing in return, R&T 11911."

DATED October 7, 2013

STATE OF CALIFORNIA COUNTY OF

DETOBLE before me.

A Notary Public personally appeared

Lin aux Vanness Brack

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission # 1975560 Notary Public - California Los Angeles County

OLGA TIAN

Comm. Expires Apr 19, 201

Ulge Tran Signature

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 35 of 91

Case 2:17-ap-01271-SK Main Document Page 35 of 91

Compared and the Control of the Cont

File Number:

4424555

Exhibit "A"

Legal Description

A.P.N.: 8448-019-047

Real property in the City of Covina, County of Los Angeles, State of California, described as follows:

LOT 2 OF TRACT 43208 IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 1067, PAGE(S) 34-36 OF MAPS.

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Doc 40 of 101 Desc Main Document Page 36 of 91

EXHIBIT "D"

EXHIBIT "D"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majord Document 05/1 12/age 41/105/11/17 11:56:13 Desc Main Document Page 37 of 91

This page is part of your document - DO NOT DISCARD







Pages: 0003

Recorder's Office, Los Angeles County, California

10/20/14 AT 08:00AM

FEES: 25.00 TAXES: 0,00 OTHER: 0.00 PAID: 25.00





201410200120013

00009749386



006452426

SEQ: 10

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T60

Main Document

Page 38 of 91

V

RECORDING REQUESTED BY

First American Title Company

AND WHEN RECORDED MAIL DOCUMENT TO:

Brad Lin 13519 Foster Avenue Baldwin Park, CA 91706



Space Above This Line for Recorder's Use Only

A.P.N.: 8448-019-047

File No.: OSA-4748228 (JH)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$NONE; CITY TRANSFER TAX \$NONE;

- X 1 computed on the consideration or full value of property conveyed, OR
- [] unincorporated area; [X] City of Covina, and
- Exempt from transfer tax; Reason: This conveyance corrects the names of the Grantee/Grantor who continue to hold the same interest, aquired on 10/03/13 as instrument # 2013430718 and October 29, 2013 as instrument # 13-

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Brad Lin, an unmarried man and Vannesa Ly, an unmarried woman who erroneously aquired title as
Brad Lin and Vannesa Ly, husband and wife as joint tenants

hereby GRANT(s) to Brad Lin, an unmarried man, as to an undivided 60.000% interest and Zion S. Lin and Lena Lenita Lin, Husband and wife as joint tenants as to an undivided 40.000% interest, all as tenants in common

the following described property in the City of Covina, County of Los Angeles, State of California:

LOT 2 OF TRACT NO. 43208, AS PER MAP RECORDED IN BOOK 1067, PAGE(S) 34-36 OF MAPS,

Mail Tax Statements To: SAME AS ABOVE

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Maioc Document 5/1 Page 43n of re0 105/11/17 11:56:13 Desc

Main Document Page 39 of 91

Grant Deed - continued

Date: 10/15/2014

A.P.N.: 8448-019-047

File No.: OSA-4748228 (JH)

Dated: October 15, 2014

STATE OF **COUNTY OF**

before me, Norma Public, personally appeared B and

Vannesa Ly

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) As (resubscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

My Commission Expires:

Notary Public - California 2

This area for official notarial seal

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 44 of 91

Case 2:17-ap-01271-SK Main Document Page 40 of 91

EXHIBIT "E"

EXHIBIT "E"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 45 feb 91

This page is part of your document - DO NOT DISCARD







Pages: 0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/09/15 AT 08:00AM

FEES: 25.00
TAXES: 0.00
OTHER: 0.00
PAID: 25.00



LEADSHEET



201501090120010

00010045884

006587208

SEQ:

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

t60

£ 145797

RECORDING REQUESTED BYFirst American Title Company

AND WHEN RECORDED MAIL 1438 East Holt Avenue LLC 964 E. Badillo #114 Covina, CA 91724



·	Space Above This Line for Recorder's Use Only
A.P.N.: 8448-019-047	File No.: OSA-4748228 (WS)
The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0.00 [X] computed on the consideration or full value of property conveye [] computed on the consideration or full value less value of liens as [] unincorporated area; [X] City of Covina, and FOR A VALUABLE CONSIDERATION, receipt of which is here as to an undivided 60.0000% interest and Zion S. Lie tenants, as to an undivided 40.0000% interest, all as	eby acknowledged, Brad Lin, an unmarried man, n and Lena Lenita Lin, husband and wife as joint

the following described property in the City of **Covina**, County of **Los Angeles**, State of **California**:

LOT 2 OF TRACT NO. 43208, AS PER MAP RECORDED IN BOOK 1067, PAGE(S) 34-36 OF MAPS,



hereby GRANTS to 1438 East Holt Avenue LLC

"The grantors and the grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property, R & T 11923(d)."

Mail Tax Statements To: SAME AS ABOVE

40

166

Grant Deed - continued

Date: 01/07/2015

A.P.N.: 8448-019-047

File No.: OSA-4748228 (WS)

Dated: January 07, 2015

Brad Lin

Zion S. Lin

Lena Lenita Lin

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF (alifornia)SS COUNTY OF LOS Angeles)

On 1-07-2015 before me, Thomas Montaghami Notary Public, personally appeared Brack Lin and Zion 5. Lin and Lena Lenitalin , who proved to me on the basis of satisfactory evidence to

be the person(s) whose name(s) le/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

homas Montagliam.

THOMAS MONTAGHAMI
COMM. #2030221
Notary Public - Catifornia
Orange County
My Comm. Expires July 19, 2017

This area for official notarial seal

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Doc 1 Filed 05/11/17 Entered 05/11/17 11:56:13 Desc Main Document Page 44 of 91

EXHIBIT "F"

EXHIBIT "F"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majoc Doc Willed 05/12/17 Entered 05/12/17 11:56:13 Desc Main Document Page 45 of 91

LLC-1

Articles of Organization of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filling fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Importanti LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

201435110602

Secretary of State
State of California NA
DEC 1 5 2014

~ _

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filling-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① 1438 EAST HOLT AVENUE LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

3 a. 1438 EAST HOLT AVENUE COVINA CA 91724
Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations)

b. 964 E. BADILLO, #114 COVINA CA 91724
Initial Mailing Address of LLC, if different from 3a City (no abbreviations)

State Zip

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

a. JIMMY CHIM

Agent's Name

b. 964 E. BADILLO, #114 COVINA CA 91724

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

Management (Check only one.)

/Sign/fiere

Organizef

(5) The LLC will be managed by:

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 1/i"). All attachments are made part of these articles of organization.

Print your name here

JIMMY CHIM

Make check/money order payable to: Secretary of State

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail

Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280 Drop-Off

Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814 Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Doc 1 Filed 05/11/17 Entered 05/11/17 11:56:13 Desc Main Document Page 46 of 91

EXHIBIT "G"

EXHIBIT "G"

This page is part of your document - DO NOT DISCARD





20150666715

Pages: 0003

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

06/05/15 AT 04:08PM

FEES: 25.00
TAXES: 0.00
OTHER: 0.00
RAID: 25.00



LEADSHEET



201506053240060

00010674842



006877213

SEQ:

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

Recording Requested By: ' 1504 EAST DEXTER LLC When recorded mail document to: 1504 EAST DEXTER LLC C/O JIMMY CHIM

w a 1500 11100



964 E. BADILLO, #114		
COVINA, CA 91724	Akara Caara far Baarahala Has Ohli.	
	Above Space for Recorder's Use Only GRANT DEED	
THE UNDERSIGNED GRANTOR(S) DECLA DOCUMENTARY TRANSFER TAX	ARE(S)	
CITY TAX	\$	
Computed on full value of property con □ computed on full value of items or end CLININGER CONSIDER CONSIDER CONSIDER	nveyed, or cumbrances remaining at time of sale, OVINA	,
BRAD LIN, an unmarried man		
hereby GRANT(s) to 1504 EAST DI	EXTER LLC, a California limited liability company	
the following described real property of LOS ANGELES . State	in the City of COVINA County	
Legal description per Exhibit "A",	attached hereto and made a part hereof 04 E. Dexter Street, Covina, CA 91724 and the granter received nothing in ret	irw RdT
Dated: November 11, 2014	Bree Chu Brad Lin	119114
STATE OF NEVADA COUNTY OF CLARK) SS.	·	
me on the basis of satisfactory evito the within instrument and acknow her authorized capacity (ies), and	me, January Public, who proved to idence to be the person(s) whose name(s) is/are subscribed vieldged to me that he/she/they executed the same in his/their/that by his/her/their signatures(s) on the instrument the of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJUI paragraph is true and correct.	RY under the laws of the State of Nevada that the foregoing	
WITNESS my hand and official seal.	VANNY LY Notary Public, State Appointment No. 06 My Appt. Expires No.	of Nevada 3-109691-1
	TEMENTS TO ADDRESS AS SHOWN ABOVE	

Main Document Page 49 of 91

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF LOT 2 IN BLOCK 2 AS SHOWN ON MAP OF PARTITION OF THE HOLENBACK RANCH, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 39 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF TRACT NO. 22063, AS PER MAP RECORDED IN BOOK 619, PAGE 77 OF MAPS, IN THE SAID COUNTY RECORDERS OFFICE: THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 379 FEET TO A POINT, SAID POINT BEING IN THE NORTHERLY LINE OF PUENTE STREET, 66 FEET WIDE: THENCE BASTERLY "ALONG SAID PUENTE STREET A DISTANCE OF 160 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LIEN OF SAID LOT 2, A DISTANCE OF 379 FEET TO SAID SOUTHERLY LINE OF TRACT NO. 22063; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID TRACT NO. 22063; A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR DOMESTIC WATER PURPOSES OVER THAT PORTION OF LOT 2 IN BLOCK 2 AS SHOWN ON MAP OF PARTITION OF THE HOLENBACK RANCH, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 39 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. **DESCRIBED AS FOLLOWS:**

BBGINNING INTERSECTION OF THE WESTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF TRACT NO. 22063 AS PER MAP RECORDED IN BOOK 619, PAGE 77 OF MAPS, IN THE COUNTY OF RECORDERS OFFICE: THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 379 FEET TO A POINT; SAID POINT BEING IN THE NORTHERLY LINE OF PUENTE STREET 66 FEET WIDE; THENCE EASTERLY ALONG SAID PUENTE STREET A DISTANCE OF 160 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 209 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE OF PUENTE STREET A DISTANCE OF 9.50 FEET THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 170 FEET TO SAID SOUTHERLY LINE OF TRACT NO. 22063; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF TRACT NO. 22063 A DISTANCE OF 9.50 FEET TO A LINE THAT IS PARALLEL WITH SAID WESTERLY LINE OF LOT 2, AND PASSES THROUGH THAT SAID POINT OF BEGINNING: THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 170 FEET TO THE TRUE POINT OF BEGINNING.

APN: 8426-006-035

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document 55/11/19 54 of 101 Desc Main Document Page 50 of 91

EXHIBIT "H"

EXHIBIT "H"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 55 net 10/105/11/17 11:56:13 Desc Main Document Page 51 of 91

LLC-1 Articles of Organization of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filling fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

201435110615

Secretary of State
State of California
DEC 1 5 2014

lpc.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filling-tips.htm.

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① 1504 EAST DEXTER LLC

Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd, Liability Co. or Ltd, Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

3	a,	1504 EAST DEXTER STREET	COVINA	CA	91724	
		Initial Street Address of Designated Office In CA - Do not list a P.O. Box	City (no abbreviations)	State	Zip	
	b.	964 E. BADILLO, #114	COVINA	CA	91724	
		Initial Mailing Address of LLC, if different from 3a	City (no abbreviations)	State	Zip	

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

a. JIMMY CHIM

Agent's Name

b. 964 E. BADILLO, #114

Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations)

State Zip

Management (Check only one.)

(5)	The LLC will be managed	by:		
	✓ One Manager		More Than One Manager	

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Organizer - Sign flere JIMMY CHIM

Print your name here

Make check/money order payable to: Secretary of State Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 52 of 91

EXHIBIT "I"

EXHIBIT "I"

This page is part of your document - DO NOT DISCARD





20170046068



Pages: 0005

Recorder's Office, Los Angeles County, California

01/11/17 AT 03:51PM

FEES: 41.00 0.00 TAXES: 0.00 OTHER: PAID: 41.00





201701113330053

00013227779



008075325

SEQ: 01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc _____ Case 2:17-ap-01271-SK Main Document 55/11/29e 58 nered 05/11/17 11:56:13 Desc Main Document Page 54 of 91

RECORDING REQUESTED BY

Provident Title Company

WHEN RECORDED MAIL TO

Brad Lin 19702 Cameron Avenue Covina, CA 91724

SPACE ABOVE THIS LINE FOR RECORDER'S USE
GRANT DEED

Witness my hand and official/seal.

Signature

(This area for official notarial seal)

Mail Tax statements to the above address:

Main Document Page 56 of 91

EXHIBIT "A"

PARCEL 1:

THAT PORTION OF LOT 2 IN BLOCK 2 AS SHOWN ON MAP OF PARTITION OF THE HOLLENBECK RANCH, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 39 OF RECORDS OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF TRACT NO. 22063, AS PER MAP RECORDED IN BOOK 619, PAGE 77 OF MAPS, IN THE SAID COUNTY RECORDERS OFFICE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 379 FEET TO A POINT, SAID POINT BEING IN THE NORTHERLY LINE OF PUENTE STREET, 66 FEET WIDE; THENCE EASTERLY ALONG SAID PUENTE STREET A DISTANCE OF 160 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LIEN OF SAID LOT 2, A DISTANCE OF 379 FEET TO SAID SOUTHERLY LINE OF TRACT NO. 22063; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID TRACT NO. 22063; A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN EASEMENT FOR DOMESTIC WATER PURPOSES OVER THAT PORTION OF LOT 2 IN BLOCK 2 AS SHOWN ON MAP OF PARTITION OF THE HOLENBACK RANCH, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 2, PAGE 39 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DESCRIBED AS FOLLOWS:

BEGINNING INTERSECTION OF THE WESTERLY LINE OF SAID LOT 2 WITH THE SOUTHERLY LINE OF TRACT NO. 22063 AS PER MAP RECORDED IN BOOK 619, PAGE 77 OF MAPS, IN THE COUNTY OF RECORDERS OFFICE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 379 FEET TO A POINT; SAID POINT BEING IN THE NORTHERLY LINE OF PUENTE STREET 66 FEET WIDE; THENCE EASTERLY ALONG SAID PUENTE STREET A DISTANCE OF 160 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 209 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE EASTERLY PARALLEL WITH SAID NORTHERLY LINE OF PUENTE STREET A DISTANCE OF 9.50 FEET THENCE NORTHERLY PARALLEL WITH SAID WESTERLY LINE OF SAID LOT 2 A DISTANCE OF 170 FEET TO SAID SOUTHERLY LINE OF TRACT NO. 22063; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF TRACT NO. 22063 A DISTANCE OF 9.50 FEET TO A LINE THAT IS PARALLEL WITH SAID WESTERLY LINE OF LOT 2, AND PASSES THROUGH THAT SAID POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 170 FEET TO THE TRUE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 8426-006-035

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Lissett (? Acuna
Date Commission Expires 7/9	12020
Notary Identification Number	58275
	r Notaries commissioned after 1-1-1992)
Manufacturer/Vendor Identification Number	(For Notarles commissioned after 1-1-1992)
Place of Execution of this Declaration	BREA
Date \//10/2017	,
County where bond is filed.	LOS ANGELES
(Coort) 1	

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majoc Document Document Page 58 of 91

EXHIBIT "J"

EXHIBIT "J"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Main Pocymen 05/1 Page 62 of 10105/11/17 11:56:13 Main Document Page 59 of 91

Articles of Organization LLC-1 of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filling fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

201612610344

FILED P51 Secretary of State & State of California

APR 2 9 2016

This Space For Office Use Only

DP

LLC	Name (List the proposed LLC nan	* **	/w.sos.ca.gov/business/be/filing-tip the records of the California Secretary of		
(I)			•	·	
	Proposed LLC Name	Liability Co. or Ltd. Liab	le: LLC, L.L.C., Limited Liability Company ility Company; and may not include: bank, sorp., insurer, or insurance company. ctions, go to www.sos.ca.gov/business/be/n	trust, truste For gene	e, incorporated, rail entity name
Purp	oose	radanomento and resur	ololia, go to www.aoa.ca.govioualileaaiboiri	anio-avana	iomy.nan.
2			age in any lawful act or activity for ed Uniform Limited Liability Compa		limited liability
LLC.	Addresses				
3	a. 15855 E. Edna, Irwin	dale, CA, Suite 25		CA	91706
-	Initial Street Address of Design	ated Office in CA - Do not list a i	P.O. Box City (no abbreviations)	State	Zip
	b. Initial Mailing Address of LLC, i	if different from 3a	City (no abbreviations)	State	Zip
servic	ice of Process (List a California ce of process in case your LLC is su	ed. You may list any adult wh	o lives in California. You may not list an	LLC as th	e agent. Do not
servic	ce of process in case your LLC is su	ed. You may list any adult wh	o lives in California. You may not list an the address for service of process is alre	LLC as th	e agent. Do not
servic list an	the of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin	ed. You may list any adult wh registered corporate agent as dale, Suite 25	o lives in California. You may not list an the address for service of process is alre	LLC as the	e agent. Do not
servic list an	the of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin	ed. You may list any adult wh registered corporate agent as	o lives in California. You may not list an the address for service of process is alre	LLC as the	e agent. Do not
service list an	the of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin	ed. You may list any adult wh registered corporate agent as dale, Suite 25	o lives in California. You may not list an the address for service of process is alre	LLC as the ady on file	e agent. Do not
service list an	the of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch	ed. You may list any adult wh registered corporate agent as dale, Suite 25 t is not a corporation) - Do not li	o lives in California. You may not list an the address for service of process is alre	LLC as the ady on file	e agent. Do not
service list an (4)	to e of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin Agent's Street Address (if agential)	ed. You may list any adult wh registered corporate agent as dale, Suite 25 t is not a corporation) - Do not li	o lives in California. You may not list an the address for service of process is alrest and the address for service of process is alrest at a P.O. Box City (no abbreviations)	CA State	91706 Zip
service list an 4	the of process in case your LLC is sun address if the agent is a California a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin Agent's Street Address (if agent agement (Check only one.) The LLC will be managed by: One Manager	ed. You may list any adult wh registered corporate agent as date, Suite 25 t is not a corporation) - Do not li More Than One Manag	o lives in California. You may not list an the address for service of process is alrest a P.O. Box City (no abbreviations) Output Control Contro	CA State	e agent. Do not
service list an 4	the of process in case your LLC is sun address if the agent is a California a. a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin Agent's Street Address (if agent agement (Check only one.) The LLC will be managed by: One Manager form must be signed by each organic	ed. You may list any adult wh registered corporate agent as dale, Suite 25 t is not a corporation) - Do not li More Than One Manag	o lives in California. You may not list an the address for service of process is alrest and P.O. Box City (no abbreviations) Output Control All Limited Liability Cores, attach extra pages that are 1-sided at organization.	CA State	e agent. Do not
service (standard) Mana S This for paper	the of process in case your LLC is sun address if the agent is a California a. a. Justin G. Lynch Agent's Name b. 15855 E. Edna, Irwin Agent's Street Address (if agent agement (Check only one.) The LLC will be managed by: One Manager form must be signed by each organic	ed. You may list any adult wh registered corporate agent as date, Suite 25 t is not a corporation) - Do not li More Than One Manag	o lives in California. You may not list an the address for service of process is alrest a P.O. Box City (no abbreviations) Output Control Contro	CA State	e agent. Do not

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280

Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majin Document 05/1 P/age 64netred 05/11/17 11:56:13 Desc Main Document Page 60 of 91

EXHIBIT "K"

EXHIBIT "K"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Pocument 05/11/19e 65 not 101/05/11/17 11:56:13 Desc Main Document Page 61 of 91

ARTS-GS

Articles of Incorporation of a **General Stock Corporation**

To form a general stock corporation in California, you can fill out this form or prepare your own document, and submit for filing along with:

- A \$100 filling fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form or document.

Important! Corporations in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information. go to https://www.ftb.ca.gov.

3902702

FILED JAW Secretary of State State of California

APR 2 9 2016



privat	e a	efore submitting the completed form, you should consult with a attorney for advice about your specific business needs.	This Space F	or Offic	ce Use Only	
	٠	For questions about this form, go to www.sos.ca.gov/.	business/be/filing-tips.	htm.		
Corpo requiren	rat e	e Name (List the proposed corporate name. Go to www.sos.ca.gov/business/ts and restrictions.)	/be/name-availability.htm for	r gene	ral corporate nan	10
1	Th	ne name of the corporation is JUVA, Inc.		·		_
Corpo	rate	e Purpose				
2	org	ne purpose of the corporation is to engage in any lawful act or ganized under the General Corporation Law of California other that is iness or the practice of a profession permitted to be incorporated	in the banking busines	s, the	trust compan	
process	in ¢	f Process (List a California resident or a California registered corporate agent the case your corporation is sued. You may list any adult who lives in California. You didness if the agent is a California registered corporate agent as the address for services.	may not list your own corp	oration	to accept service n as the agent. D	of Io
3	a.	Justin Lynch				
		Agent's Name			047706	
	b.	15855 E. Edna, Suite 25, Irwindale, Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box	24. (91706	
		Agent 5 Street Address (ii agent is not a corporation) - Do not list a P.O. Box	Jity (no abbreviations)	State	Zip	
Corpor	rate	Addresses				
4	a.	15855 E. Edna, Suite 25, Irwindale, CA 91706				_
		Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip	_
	b.	Initial Mailing Address of Corporation, if different from 4a	· · · · · · · · · · · · · · · · · · ·		·	
		Initial Mailing Address of Corporation, if different from 4a	City (no abbreviations)	State	Zip	
must co	mpl	lst the number of shares the corporation is authorized to issue. Note: Before ly with the Corporate Securities Law of 1968 administered by the Californi go to www.dbo.ca.gov or call the California Department of Business Oversigh	ia Department of Busines			
(5)	Thi	is corporation is authorized to issue only one class of shares of sto	ock.			
	The	e total number of shares which this corporation is authorized to iss	ue is1	0000	0	·
		nust be signed by each incorporator. If you need more space, attach extra r (8 1/2" x 11"). All attachments are made part of these articles of incorporation in the second of the second		and o	on standard lette	Γ-
•		Justin G. Lynch				
Inc	onfo	Justin G. Lynch Frint your name here				

By Mail

Secretary of State

Business Entitles, P.O. Box 944260

Sacramento, CA 94244-2600

payment of a \$5 certification fee.

Make check/money order payable to: Secretary of State

Upon filing, we will return one (1) uncertified copy of your filed

document for free, and will certify the copy upon request and

Drop-Off

Secretary of State

1500 11th Street, 3rd Floor

Sacramento, CA 95814

EXHIBIT "L"

EXHIBIT "L"

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Main Document 05/17/1996 67 of 101 05/11/17 11:56:13 Desc Main Document Page 63 of 91

1104	Articles of Organization
LLC-1	of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filling fee.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Importanti LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

201612610341

FILEDOS Secretary of State State of California

APR 2 9 2016

This Space For Office Use Only

مو

ر دد

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm. LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.) ① KKL Cameron, LLC -Proposed LLO Name The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm. Purpose The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act. **LLC Addresses** a. 15855 E. Edna, Irwindale, CA, Suite 25 91706 CA Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.) Agent's Name CA 91706 b. 15855 E. Edna, Irwindale, Suite 25 Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zio Management (Check only one.) 5 The LLC will be managed by: ✓ One Manager More Than One Manager All Limited Liability Company Member(s) This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

> Justin G. Lynch Print your name here

Make check/money order payable to: Secretary of State

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail

Secretary of State Business Entitles, P.O. Box 944228 Sacramento, CA 94244-2280

Drop-Off

Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 68 թք - 05/11/17 11:56:13 Desc Main Document Page 64 of 91

EXHIBIT "M"

EXHIBIT "M"

This page is part of your document - DO NOT DISCARD





20161644678



Pages: 0008

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

12/27/16 AT 03:52PM

FEES: 61.00
TAXES: 0.00
OTHER: 0.00
PAID: 61.00



LEADSHEET



201612273310154

00013163636



SEQ:

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 66 of 91

RECORDING REQUESTED BY

1438 EAST HOLT AVE LLC

AND WHEN RECORDED MAIL TO:

19702 CAMERON AVE COVINA .CA. 91724

MAIL TAX STATEMENTS TO:

1438 EAST HOLT AVENUE LLC 19702 CAMERON AVE COVINA .CA, 91724

SPACE ABOVE FOR RECORDER'S USE ONLY

APN: 8277-030-008 Title Order #:

Order #: Escrow #:

DEED OF TRUST WITH ASSIGNMENT OF RENTS (LONG FORM)

THIS DEED OF TRUST, made September 16, 2016, between 1438 EAST HOLT AVENUE LLC BRAD LIN, MANAGER., herein called TRUSTOR whose address is 19702 CAMERON AVE, COVINA, CALIFORNIA, 91724, TRUSTEE AS JUVA INVESTMENTS, LLC, herein called JUVA INVESTMENTS, LLC, whose address is 19702 CAMERON AVE. COVINA CA 91724.

WITNESSETH: That Trustor grants to Trustee in trust, with Power of Sale, that property in the City of LOS ANGELES, County of Los Angeles, State of California, described as:

Lot: 3. TRACT No. 3546: Abbreviated Description: lot 3. CITY: REGION/ CLUSTER 06/06146: TR# 3456: TRACT # 3456 LOT COM S 161 E 273. 18 FTFROM MOST N COR OF LOT 3 TH. S 89 21 E 141, 48;

SEE ATTACHED

Commonly known as: 19702 CAMERON AVE. COVINA, CA. 91724; APN: 8277-030-008

Together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$1,200,000.000, with interest thereon according to the terms of a promissory note or notes of even date herewith made to Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2)the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, Trustor agrees:

- 1)To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and llens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Trust. Should Trustor fall to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Document Page 67 of 91

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the

obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

- B. It is mutually agreed:
- 1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- 5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right; prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for case in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- 8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK MDOc DOC 4710-0155/1 Page 72nt re0 55/11/17 11:56:13 Desc Main Document Page 68 of 91

not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

- 9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
- 10) Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address as shown above.

Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained, Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

BRAD LIN , MANAGER

STATE OF CALIFORNIA

On the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he)she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)

WILLIAM MARTINEZ Commission # 2113794 Notary Public - California Los Angeles County Comm. Expires Jun 1, 2019 Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Matin Dipcument 05/1 Page 72 net 120105/11/17 11:56:13 Desc Main Document Page 69 of 91

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

WITNESS my hand and official seal.

Signature ___

State of California
County of Los Angeles
on 9/20/2016 before me, William Martine 7, a notan personally appeared Brack (IN)
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WILLIAM MARTINEZ Commission # 2113794

(Seal)

Notary Public - California Los Angeles County Comm. Expires Jun 1, 2019

915/03

ORDER NO: 156354-91

PAGE 3

4

EXHIBIT "GHE"

PARCEL 1:

THAT PORTION OF LOT 3, OF TRACT NO. 3548, IN THE COUNTY OF LOS ANGELES40, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGE(S) 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 3: THENCE ALONG THE NORTHWESTERLY LINE OF LOT 1 OF SAID TRACT, NORTH 38° 58' 00" WEST 19.21 FEET TO THE POINT OF CUSP OF CURVE, TANGENT TO SAID NORTHEASTERLY LINE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 15.00 FEET: THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 41° 37' 54", AN ARC DISTANCE OF 16.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 2° 39' 54" WEST 129.11 FEET: THENCE SOUTH 6° 16' 38" WEST 99.99 FEET: THENCE SOUTH 9° 43' 32" WEST 77.50 FEET: THENCE SOUTH 19* 47' 56" WEST 132.85 FEET: THENCE SOUTH 1* 35' 26" EAST 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60.00 FEET, SAID CURVE BEING ALSO TANGENT AT THE EASTERLY TERMINUS TO A LINE THAT IS PARALLEL WITH AND DISTANT 10.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM A LINE THAT IS PARALLEL WITH AND DISTANT 205.42 FEET NORTHERLY, MEASURED ALONG THE MOST WESTERLY LINE OF SAID LOT 3. FROM THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 12' 11". AN ARC DISTANCE OF 32,68 FEET TO THE INTERSECTION THEREOF WITH THE WESTERLY BOUNDARY OF LOT 3. THE INTERSECTION BEING THE TRUE POINT OF BEGINNING: THENCE, ALONG THE WESTERLY BOUNDARY, NORTH 3° 03' 00" WEST 59.80 FEET TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY; THENCE, ALONG SAID BOUNDARY NORTH 26* 32' 00" EAST 190.14 FEET TO AN ANGLE POINT IN SAID WESTERLY BOUNDARY: THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, SOUTH 89° 21' 00" EAST 141,48 FEET; THENCE SOUTH 3° 03' 00" EAST 178.18 FEET; THENCE SOUTH 20° 21' 30" WEST 74.20 FEET TO A POINT IN LINE; PARALLEL WITH AND DISTANT 205,42 FEET NORTHERLY, MEASURED ALONG THE MOST WESTERLY LINE OF SAID LOT, FROM THE SOUTHERLY LINE OF SAID LOT, DISTANT ALONG SAID PARALLEL LINE, SOUTH 89° 21' 00" EAST 206,00 FEET FROM THE INTERSECTION THEREOF WITH SAID MOST, WESTERLY LINE: THENCE FARALLEL WITH SAID SOUTHERLY LINE. NORTH 89° 21' 00" WEST 157.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, BEING CONCENTRIC WITH THAT CERTAIN CURVE DESCRIBED ABOVE AS HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CONCENTRIC CURVE, THROUGH A CENTRAL ANGLE OF 56" 33" 21", AN ARC DISTANCE OF 49.35 FEET TO THE INTERSECTION THEREOF WITH A LINE, RADIAL TO SAID CURVE, WHICH IF PROLONGED SOUTHWESTERLY, WOULD PASS THROUGH THE TRUE POINT OF BEGINNING: THENCE ALONG SAID PROLONGED RADIAL LINE, SOUTH 57" 12' 21" WEST 10.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR ROAD AND UTILITY PURPOSES, TO BE USED IN COMMON WITH OTHERS, OVER THOSE PORTIONS OF LOTS 1 AND 3 OF TRACT NO. 3546, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 40, PAGES 82 AND 83 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS AWHOLE AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 3: THENCE ALONG THE NORTHEASTERLY LINE OF LOT 1 OF SAID TRACT, NORTH 38° 50' 00" WEST 19.21 FEET TO THE POINT OF CUSP OF A CURVE, TANGENT TO SAID NORTHEASTERLY LINE, CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS

03 2587018

Order: Non-Order Search Doc: CALOSA:2003 02587018

Page 4 of 6

Created By: agaeta Printed: 3/16/2016 3:21:19 PM PST

9/5/03

ORDER'NO: 156354-91

PAGE 4

OF 15,00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41° 37' 54", AN ARC DISTANCE OF 16.90 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 2° 39' 54" WEST 129.11 FEET: THENCE SOUTH 6" 16" 38" WEST 99.99 FEET: THENCE SOUTH 9" 43" 32" WEST 77.50 FEET: THENCE SOUTH 19* 47' 56" WEST 132.85 FEET; THENCE SOUTH 1* 35' 28" EAST 47.11 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 60,00 FEET, SAID CURVE BEING ALSO TANGENT AT ITS EASTERLY TERMINUS TO A LINE THAT IS PARALLEL WITH A DISTANT 10.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM A LINE THAT IS PARALLEL WITH AND DISTANT 205.42 FEET NORTHERLY, MEASURED ALONG THE MOST WESTERLY LINE OF SAID LOT 3, FROM THE SOUTHERLY LINE OF SAID LOT 3: THENCE SOUTHEASTERLY ALONG SAID CURVE. THROUGH A CENTRAL ANGLE OF 87° 45' 32", AN ARC DISTANCE OF 91.91 FEET TO SAID POINT OF TANGENCY IN SAID PARALLEL LINE: THENCE, PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89° 21' 00" EAST 322.31 FEET TO A POINT DISTANT 10.00 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM A POINT IN THE EASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN PARCEL NO. 1 ABOVE. DISTANT ALONG SAID EASTERLY PROLONGATION SOUTH 69° 21' 00" EAST 165.26 FEET FROM THE SOUTHEAST CORNER OF LAND DESCRIBED IN SAID PARCEL NO. 1: THENCE SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30,00 FEET, THROUGH A CENTRAL ANGLE OF 48° 11' 23", AN ARC DISTANCE OF 25.23 FEET TO THE TERMINUS OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET: THENCE EASTERLY, NORTHERLY AND WESTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 276° 22' 46", AN ARC DISTANCE OF 144.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY. HAVING A RADIUS OF 30.00 FEET, SAID LAST MENTIONED REVERSE CURVE BEING TANGENT AT ITS WESTERLY TERMINUS TO A LINE THAT IS PARALLEL WITH AND DISTANT 20,00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THAT CERTAIN COURSE DESCRIBED ABOVE AS HAVING A BEARING OF SOUTH 89° 21' 00" EAST AND A LENGTH OF 322.31 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 48" 11' 23", AN ARC DISTANCE OF 25.23 FEET TO SAID POINT OF TANGENCY; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, NORTH 89° 21' 00" WEST 322.31 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, SAID CURVE, BEING CONCENTRIC WITH THAT CERTAIN CURVE DESCRIBED ABOVE AS HAVING A RADIUS OF 60.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 87° 45' 32", AN ARC DISTANCE OF 61.27 FEET; THENCE TANGENT TO SAID CURVE, NORTH 1" 35" 28" WEST 43,33 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 20,00 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE DESCRIBED ABOVE AS HAVING A BEARING OF SOUTH 19° 47' 56" WEST AND A LENGTH OF 132.85 FEET. THENCE NORTH 19° 47' 56" EAST 37.75 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 3: THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 26" 32" 00" EAST 133,67 FEET TO AN ANGLE POINT IN SAID BOUNDARY: THENCE, ALONG SAID WESTERLY BOUNDARY, NORTH 1° 51' 00" WEST 139.46 FEET; THENCE NORTH 6° 16' 36" EAST 7.98 FEET: THENCE NORTH 2° 39' 64" EAST 39.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 40.00 FEET, SAID CURVE BEING ALSO TANGENT AT ITS EASTERLY TERMINUS TO THE NORTHERLY LINE OF, SAID LOT 3; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 113° 46' 12", AN ARC DISTANCE OF 79.43 FEET TO SAID POINT OF TANGENCY IN SAID NORTHERLY LINE, SAID POINT OF TANGENCY IS SAID NORTHERLY LINE BEING A POINT IN THAT CERTAIN CURVE IN SAID NORTHERLY LINE. SHOWN ON SAID MAP AS BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 195,00 FEET, A RADIAL LINE OF CURVE TO SAID POINT BEARS SOUTH 26° 26' 06" WEST, THENCE NORTHWESTERLY ALONG SAID CURVE IN SAID NORTHERLY LINE; THROUGH A CENTRAL ANGLE OF 24° 35' 54", AN ARC DISTANCE OF 83.71 FEET TO THE POINT OF BEGINNING.

03 2587018

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 76 of 101 5/11/17 11:56:13 Desc Main Document Page 72 of 91

9/5/03

ORDER-NO: 156354-91

PAGE 5

٠,٠,

EXCEPT FROM THE ABOVE DESCRIBED PARCELS 1 AND 2, THE PRECIOUS METALS AND ORES THEREOF, AS EXCEPTED IN THE PARTITION DEED BETWEEN WILLIAM WORKMAN AND JOHN ROWLAND, SR., RECORDED IN 800K 10, PAGE 39 OF DEEDS.

03 2587018

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majoc Document 05/1 Page 72 netred 05/11/17 11:56:13 Desc Main Document Page 73 of 91

EXHIBIT "N"

EXHIBIT "N"



State of California Secretary of State

File # 201121010268

In the Office of the Secretary of Stat

of the State of California

JUL 19 2011

This Space For Filing Use Only

Limited Liability Company Articles of Organization

A \$70.00 filing fee must accompany this form.

Important - Read instructions before completing this form.

Entity Name (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

KAI INDUSTRIES, LLC

Purpose (The following statement is required by statute and should not be altered.)

THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

Initial Agent for Service of Process (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Vannesa Ly

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

STATE

ZIP CODE

13139 Ramona Avenue Suite H

Baldwin Park CA

91706

Management (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

Additional Information

ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

Execution

DATE

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

7-18-11

SIGNATURE OF ORGANIZER

Michael A. Shann, Attorney

TYPE OR PRINT NAME OF ORGANIZER

LLC-1 (REV 04/2010)

APPROVED BY SECRETARY OF STATE

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 75 of 91

201121010268

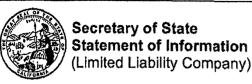
KAI INDUSTRIES, LLC

ADDENDUM TO LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

ITEM NO. 6

The Organizer, Attorney Michael A. Shann, is not and will not be, a Member or Manager of the Company and will have no responsibility for any business or other activity of the Company.

16-505386





FILED **LLC-12** Secretary of State State of California DEC 02 2016 IMPORTANT — Read instructions before completing this form. Filing Fee - \$20.00 Copy Fees - Face Page \$1.00 & .50 for each attachment page: Certification Fee - \$5.00 This Space For Office Use Only Limited Liability Company Name
KAI INDUSTRIES LLC 2. 12-Digit Secretary of State File Number 3. State or Place of Organization (only if formed outside of California) 201121010268 **CALIFORNIA** 4. Business Addresses a, Street Address of Principal Office - Do not list a P.O. Box City (no abbreviations) State Zip Code 15855 EDNA PLACE UNIT 25 IRWINDALE 91706 CA b. Mailing Address of LLC. If different than Item 4a City (no abbreviations) State Zìo Code 15855 EDNA PLACE UNIT 25 **IRWINDALE** CA 91706 c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box City (no abbreviations) Sinte Zip Code 15855 EDNA PLACE UNIT 25 IRWINDALE 91706 If no managers have been appointed or efected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an 5. Manager(s) or Member(s) entity, complete Ilems 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions). a. First Name, if an individual - Do not complete item 5b Middle Name Last Name BRAD LIN b. Entity Name - Do not complete Item 5a c. Address City (no abbreviations) Zio Code State COVINA 19702 CAMERON AVE 91724 Item 6a and 6b: If the agent is an individual, the agent must reside in California and Item 6a and 6b must be completed with the 6. Agent for Service of agent's name and California address. Item 60: If the agent is a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 6c must be completed (leave Item 6a-6b blank) a. California Agent's First Name (If agent is not a corporation) Suffix Middle Name Last Namo **VANNESA** b. Street Address (if agent is not a corporation) - Do not list a P.O. Box Zip Code City (no abbreviations) State 13519 FOSTER AVE BALDWIN PARK 91706 c. California Registered Corporate Agent's Name (If agent is a corporation) -- Do not complete item 6a or 6b 7. Type of Business a. Describe the type of business or services of the Limited Liability Company PROPERTY MANAGEMENT 8. Chief Executive Officer, if elected or appointed a, First Name Suffix Middle Name Last Name BRAD LΙΝ b. Address City (no abbreviations) Zip Code **IRWINDALE** 91706 15855 EDNA PLACE UNIT 25 9. The Information contained herein, including any attachments, is true and correct. Type or Print Name of Person Completing the Form Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: Company: Address: City/State/Zip: Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majin Document Page 77 of 91

EXHIBIT "O"

EXHIBIT "O"

This page is part of your document - DO NOT DISCARD





20161644677



Pages: 0006

Recorded/Filed in Official Records Recorder's Office, Los Angeles County, California

12/27/16 AT 03:52PM

FEES: 55.00 TAXES: 0.00 OTHER: 0.00 PAID: 55.00





00013163635



008042108

SEQ: 01

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Major Diocutrited to 5/1 P/agre 83 note 120105/11/17 11:56:13 Desc Page 79 of 91 Main Document RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: 15805 EDNA PLACE **IRWINDALE CA 91706** MAIL TAX STATEMENTS TO: KAI INDUSTRIES LLC 15855 E. EDNA PLACE, STE 25 **IRWINDALE, CA 91706** SPACE ABOVE FOR RECORDER'S USE ONLY APN: 8417-006-047 Title Order #: Escrow #:

DEED OF TRUST WITH ASSIGNMENT OF RENTS (LONG FORM)

THIS DEED OF TRUST, made November 25, 2016, between KAI INDUSTRIES LLC., herein called TRUSTOR whose address is 15805 EDNA PLACE, SUITE 25, IRWINDALE, CALIFORNIA, 91706, JUVA INVESTMENTS, LLC., herein called JUVA INVESTMENTS, LLC., whose address is 940 E BADILLO AVE. UNIT 114. COVINA .CA. 91724.

WITNESSETH: That Trustor grants to Trustee in trust, with Power of Sale, that property in the City of LOS ANGELES, County of Los Angeles, State of California, described as:

SEE EXHIBIT "A"

Commonly known as: 15805- 15859 EDNA PLACE .IRWINDALE .CA .91706; APN: 8417-006-047

Together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$600,000.00, with interest thereon according to the terms of a promissory note or notes of even date herewith made to Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2)the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

- A. To protect the security of this Deed of Trust, Trustor agrees:
- 1)To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- 2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all cost, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- 5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Matin Documents 1/2/18/19/105/11/17 11:56:13 Desc

Main Document Page 80 of 91

obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

- 1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- 2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.
- 3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easements thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- 4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".
- 5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right; prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- 6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for case in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply to proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

- 7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
- 8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- 9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Maioc Documents/1 P/age 85/04/205/11/17 11:56:13 Page 81 of 91 Main Document

Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the California Civil Code.

If the Trustor/Grantor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Beneficiary being first had and obtained. Beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any Note evidencing the same, immediately due and payable.

KAI INDUSTRIES LLC **BRAD LIN. MANAGER**

Dated: November 25, 2016

STATE OF CALIFORNIA
COUNTY OF LOS Angeles

COUNTY OF LOS MIGCEL S

On before me, will Notary Public personally appeared B, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(st istare subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

WILLIAM MARTINEZ Commission # 2113794 Notary Public - California Los Angeles County Comm. Expires Jun 1, 2019 Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Maio Dioculfine on 105/12/19 85 note red 105/11/17 11:56:13 Desc Main Document Page 82 of 91

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
on 11 25/2016 before me, William Machinez, a notare public and Title) personally appeared Brad Liv
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.
WILLIAM MARTINEZ
WITNESS my hand and official seal. Commission # 2113794 Notary Public - California Los Angeles County
Signature (Seal) My Comm. Expires Jun 1, 2019

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majord Document 05/12/29 87/05/12/17 11:56:13 Desc Main Document Page 83 of 91

Apri # 8417-006-047

EXHIBIT ALegal Description

The land hereinafter referred to is situated in the City of Irwindale, County of Los Angeles, State of CA, and is described as follows:

Parcel A:

The Westerly 541,64 feet of Parcel 28, in the City of invindale, as shown on Record of Survey, filed in Book 68 Page 33 of Record of Surveys, in the Office of the County Recorder of said County,

Except that portion of said land included within the following described lines:

Beginning at a point in the center line of irwindale Avenue, as shown on said record of survey that is distant thereon North 0 degree 08 minutes 45 seconds East 132.45 feet from the Southeast corner of the southeast quarter of the southwest quarter of Section 9, Township 1 South, Range 10 West, San Bernardino Base and Meridian; thence north 89 degrees 51 minutes 15 seconds west 50,00 feet to a point on a curve concave northwesterly and having a radius of 25.00 feet, a radial line from said last mentioned point bears north 89 degrees 51 minutes 15 seconds west; thence southerly, southwesterly and westerly along said curve through a central angle of 91 degrees 05 minutes 10 seconds an arc distance of 37.74 feet to a point from which a Radial line bears north 1 degree 13 minutes 55 seconds east, thence south 1 degree 13 minutes 55 seconds west 3.00 feet to a Line that is parallel with and distant northerly 70.00 feet, measured at right angles, from the southerly line of said Parcel 28; thence along said parallel line North 88 degrees 46 minutes 05 seconds west 70,00 feet to the westerly line of said Parcel 28; thence along said southerly line and its easterly prolongation South 88 degrees 46 minutes 05 seconds east to said center line of irwindale Avenue; thence along said center line, north 0 degree 08 minutes 45 seconds east 99.44 feet to the point of beginning.

Parcel B:

An easement for right of way, road and utility purposes, as granted to S.V. Hunsaker & Sons, a corporation, by deed recorded September 23, 1960 in Book D984 Page 277, Official Records, over that portion of the southeast quarter of the southwest Quarter of Section 9, Township 1 South Range 10 West, San Bernardino Base and Meridian, according to the official plat of said land filed in the district land Office on April 21, 1877, described as follows:

Beginning at a point in the center line of irwindale Avenue, as said center line is shown on a map filed in Book 66 Page 33 of Record of Surveys, in the Office of the County Recorder of said County, distant north 0 degree 08 minutes 45 seconds east thereon 132,45 feet from the southeast comer of said southeast quarter; thence north 89 degrees 51 minutes 15 seconds west 50.00 feet, to a point on a curve concave northwesterly and having a radius of 25.00 feet; a radial line from said last mentioned point bears north 89 degrees 51 minutes 15 seconds West, thence southerly, southwesterly and westerly along said curve, through a central angle of 91 degrees 05 minutes 10 seconds an arc distance of 39,74 feet to a point from which a radial line bears north 1 degree 13 minutes 55 seconds east; thence south 1 degree 13 minutes 55 seconds west 3.00 feet to a line that is parallel with and distant northerly 70.00 feet, measured at right angles, from the southerly line of parcel 28 as shown on said map filed in Book 66 Page 33 of record of surveys, thence westerly along said parallel line north 88 degrees 46 minutes 05 seconds west 658.70 feet to the westerly line of said parcel 28; thence southerly along said westerly line south 0 degree 09 minutes 01 second west 70.01 feet to said southerly line; thence Easterly along said southerly line and the easterly prolongation thereof to said center line of Irwindale Avenue; thence northerly along said centerline north 0 degree 08 minutes 45 seconds east 99.44 feet to the point of beginning.

Except therefrom that portion lying easterly of the west line of irwindale Avenue, as described in the deed to the County of Los Angeles, recorded March 15, 1960 as instrument No. 4003, in Book D782 Page 84, official records.

Said Parcel "B" is shown as a portion of Parcel 28 in a Record of Survey filed in Book 66 Page 33 of record of surveys, in the office of the County Recorder of said County.

APN: 8417-006-047

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SKMabb Ppcument 05/12/19 82 Ref-20-05/11/17 11:56:13 Desc Main Document Page 84 of 91

EXHIBIT "P"

EXHIBIT "P"

This page is part of your document - DO NOT DISCARD





20140929169



Pages: 0002

Recorder's Office, Los Angeles County, California

09/04/14 AT 10:16AM

22,00 FEES: TAXES: 0.00 0.00 OTHER: 22.00 PAID:



201409043330003

00009587111

006377527

SEQ: 01

DAR - Counter (Upfront Scan)

THIS FORM IS NOT TO BE DUPLICATED

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Majn Document Document Page 86 of 91

RECORDING REQUESTED BY:	
MAIL TAX STATEMENTS AND WHEN RECORDED MAIL TO:	
BRAD LIN 13519 FOSTER AVE BALDWIN PARK.CA. 91706	
APN: 7206-008-029	SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
•	GRANT DEED
THE UNDERSIGNED GRANTOR(S) DECLARE(S):	DOCUMENTARY TRANSFER TAX IS \$ Computed on full value of property conveyed, or Computed on full value less liens and encumbrances remaining at time of sale. _XX_ EXEMPT (R&T CODE) 11930, TRANSFER TO TRUET FOR THE BENEFIT OF GRANTOR/ GRANTEE AND NOT PURSUANT TO A SALE
For valuable consideration, receipt of which is hereby acknowledge.	nowledged,
BRAD LIN, single man and MENG HAK CHEAM, a single as Joint Tenants.	man, and CHHENG SOK NGO, a married woman as her sole and separate property. All
hereby GRANT(S) to	
GOLDEN PACIFIC INVESTMENT INC. A NEVADA CORF	PORATION
It's interest in the real property situated in the City of LONG follows: Commonly known as: 329 WEST SPRING STREET, LONG	G BEACH, County of LOS ANGELES, State of California, more particularly described as
	CT NO.3636, IN THE COTY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF PAGES 73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID
THIS IS A BONAFIDE GIFT AND GRANTOR RECEIVED	NOTHING IN RETURN, R & T 11911 "
Dated: September 3, 2014	BRAD LIN DANSHOR CHEAN MENG HAR CHEAN
	CHITEM SOIC NOW
STATE OF NEVADA)
COUNTY OF CCS VOCIOS) SS.)
on 547 3. 2014 before me, UAN	NY LY , Notary Public, personally
and acknowledged to me that he/she/they execute	D CHHENG SOK NGO Ince) to be the person(s) whose name(s) is are subscribed to the within instrument and the same in his/her/their authorized capacky(les), and that by his/her/their entity upon behalf of which the person(s) acted, executed the instrument.
	vs of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature	VANNY LY Notary Public, State of Nevada Appointment No. 06-109691-1 My Appt. Expires Nov 12, 2014
	1964.

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SK Main Document Page 87 of 91

EXHIBIT "Q"

EXHIBIT "Q"

This page is part of your document - DO NOT DISCARD





20121190511



Pages: 0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/10/12 AT 08:00AM

FEES: 46.00
TAXES: 0.00
OTHER: 0.00
PAID: 46.00

;; ;;



LEADSHEEL



201208100110001

00006256038

004198318

SEQ:

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

r09

E249971

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Case 2:17-ap-01271-SKMaja Document Page 89 of 91

Old Republic Title Company - LA
Commercial - Subdivision Services

08/10/2012

RECORDING REQUESTED BY

James Dootson

ORDER # APN

WHEN RECORDED MAIL TO

Name James Dootson

Streat 11629 Clark Street
Address
City Arcadia, CA 91006

State
Zip

Deed of Trust and Assignment of Rents

This Deed of Trust, made this 1St

day of July 2012

. between

BRAD LIN, MENG HAK CHEAN, CHHENG SOK NGO

whose address is 13519 Foster Avenue (number and street)

Baldwin Park

CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

, herein called TRUSTOR

91706 (state)

IAMES DOOTSON

DOOTSON PROPERTY MANAGEMENT LP

, herein called TRUSTEE, and

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Long Beach , County of Los Angeles California, described as:

The East 37.5' of Lot 18 in Block 12 of Tract 3636, City of Long Beach, County of Los Angeles, State of California as per map recorded in Book 53, Pages 73 and 74 of Maps in the office of the County Recorder.

Commonly known as 329 W. Spring Street, Long Beach, CA 90806

APN: 7206-008-029

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 150,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all leave affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, furnigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

NONJC-068 Rev 09/01/2008

DEED OF TRUST AND ASSIGNMENT OF RENTS

Page 1 of 3

Sectal ESSENTIAL FORMS

247601919(87

- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Truster fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Truster and without releasing Truster from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due data, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary statung that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Truster hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Truster the right, prior to any default by Truster in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past the and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for each in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with account interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duty acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

88



Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Case 2:17-ap-01271-SK Mexino Document 05/1 P/age 95 not 10/05/11/17 11:56:13 Main Document -- Page 91 of 91

(13) That this Deed applies to, incres to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the ferdinine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

BRAD LIN MENG HAK CHEAN CHHENG SOK NGO

ACKNOWLEDGMENT

State of Ne Va elec	•)	
county of darle)	II a Rusa
county of Charle On 7/21/2012	before me,	Vanny Ly Horany Pable Here insert name and title of the officer
personally appeared		1 11 01 01
Brad Lin, Meng	Hale	chearw, Chinene Sde Now
who proved to me on the basis of satisfactory ev	idence to be	the person(s) whose name(s) is are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/hey/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(e), or the entity upon behalf of which the person(s) acced, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature

VANNY LY Notery Public, State of Nevada Appointment No. 06-109691-1 My Appt. Expires Nov 12, 2014

(Seal)

NONJC-056 Rev. 09/01/2008

DEED OF TRUST AND ASSIGNMENT OF RENTS

Page 3 of 3

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 96 of 101

Case 2:17-ap-01271-SK Doc 2 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc Main Document Page 1 of 2

PROCEDURES REGARDING TELEPHONIC APPEARANCES BEFORE THE HONORABLE SANDRA R. KLEIN

Telephonic appearances will be allowed in matters before Judge Sandra R. Klein in Courtroom 1575, except as follows:

- 1. Adversary proceeding initial status conferences and pretrial conferences (all counsel and all self-represented parties must appear in person).
- 2. Trials and evidentiary hearings (all counsel, all self-represented parties, and all witnesses must appear in person).
- 3. Chapter 11 status conferences (debtor's counsel or self-represented debtors must appear in person at every status conference; other parties in interest may appear telephonically).
- 4. Chapter 11 disclosure statement hearings and chapter 11 confirmation hearings (all counsel and all self-represented parties must appear in person).
- 5. Chapter 13 hearings (all counsel and all self-represented parties must appear in person).
- 6. Reaffirmation hearings (debtor and debtor's counsel (if applicable) must appear in person; other parties in interest may appear telephonically).
- 7. Any other matters for which the Court indicates that a personal appearance is required in a tentative ruling.

All self-represented parties and all counsel must adhere to the following procedures and rules to appear telephonically:

1. Standard Procedure

Telephonic appearances may be arranged by calling Court Call, (888-882-6878) an independent conference call company, by 2:00 p.m. the day before the hearing.

2. Emergency Procedure

If an unexpected emergency arises that prevents a self-represented party or counsel from following the "Standard Procedure," the self-represented party or counsel must contact chambers at (213) 894-7741 to request permission to arrange a telephonic appearance.

3. Rules during Telephonic Appearances; Waiver of Appearance

The following rules apply for a telephonic appearance:

- a. Parties appearing telephonically must use a landline with a handset or a headset.
- b. Parties appearing telephonically may not:
 - i. Use a cellular phone.
 - ii. Use a speakerphone.
 - iii. Participate from any location with significant ambient noise.

Any self-represented party or any counsel choosing to appear telephonically do so at their own risk. Hearings will not be rescheduled due to missed connections. The Court will not consider any excuses regarding why a connection was not made or why someone is not available when a particular matter is called. If the Court calls a matter

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 97 of 101 Case 2:17-ap-01271-SK Doc 2 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc Main Document Page 2 of 2

and if a self-represented party or counsel does not respond, the self-represented party or counsel will be deemed to have consented to the granting or denial of the motion, whatever the case may be. The Court will not entertain any requests for "second call" for anyone appearing telephonically. Further, when a self-represented party or counsel appear telephonically, they agree to waive any prejudice attributable to resulting quality deficiencies or irregularities of the record.

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 98 of 101 Case 2:17-ap-01271-SK Doc 2-1 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc AP-Summons Page 1 of 4

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY			
Christian T Kim Dumas & Assoc 3435 Wilshire Blvd Ste 990 Los Angeles, CA 90010				
213-368-5000				
Plaintiff or Attorney for Plaintiff				
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES				
In re:				
	CASE NO.: 2:16-bk-22420-SK			
Vannesa Elisa Ly	CHAPTER: 7			
Debtor(s).	ADVERSARY NUMBER: 2:17-ap-01271-SK			
Sam S. Leslie				
Plaintiff(s) Versus Brad Lin	SUMMONS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY PROCEEDING [LBR 7004-1]			
(See Attachment A for names of additional defendants) Defendant(s)				

TO THE DEFENDANT(S): A Complaint has been filed by the Plaintiff against you. If you wish to defend against the Complaint, you must file with the court a written pleading in response to the Complaint. You must also serve a copy of your written response on the party shown in the upper left-hand corner of this page. The deadline to file and serve a written response is **06/12/2017.** If you do not timely file and serve the response, the court may enter a judgment by default against you for the relief demanded in the Complaint.

A status conference in the adversary proceeding commenced by the Complaint has been set for:

Date:

July 12, 2017

Time:

09:00 AM

Hearing Judge:

Sandra R. Klein

Location:

255 E Temple St., Crtrm 1575, Los Angeles, CA 90012

Page 1

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 99 of 101 Case 2:17-ap-01271-SK Doc 2-1 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc AP-Summons Page 2 of 4

You must comply with LBR 7016–1, which requires you to file a joint status report and to appear at a status conference. All parties must read and comply with the rule, even if you are representing yourself. You must cooperate with the other parties in the case and file a joint status report with the court and serve it on the appropriate parties at least 14 days before a status conference. A court–approved joint status report form is available on the court's website (LBR form F 7016–1.STATUS.REPORT) with an attachment for additional parties if necessary (LBR form F 7016–1.STATUS.REPORT.ATTACH). If the other parties do not cooperate in filing a joint status report, you still must file with the court a unilateral status report and the accompanying required declaration instead of a joint status report 7 days before the status conference. The court may fine you or impose other sanctions if you do not file a status report. The court may also fine you or impose other sanctions if you fail to appear at a status conference.

KATHLEEN J. CAMPBELL CLERK OF COURT

Date of Issuance of Summons and Notice of Status Conference in Adversary Proceeding: May 11, 2017

By: <u>"s/" Earnestine Walter</u>

Deputy Clerk



Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 100 of 101 Doc 2-1 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc AP-Summons Page 3 of 4

ATTACHMENT A Names of plaintiffs and defendants

Plaintiff(s):	Defendant(s):
Sam S. Leslie	Brad Lin Vannesa Elisa Ly CORPRO SERVICES, INC., a California corporation GOLDEN PACIFIC INVESTMENT, INC., a Nevada corporation 1438 EAST HOLT, LLC, a California limited liability company JUVA INVESTMENTS, LLC, a California limited liability company 1504 EAST DEXTER, LLC, a California limited liability company KAI INDUSTRIES, LLC, a California limited liability company KKL CAMERON, LLC, a California limited liability company JUVA INC., a California corporation Vannesa Ly Vannara Cheam Vanny Ly

Case 2:17-ap-01271-SK Doc 3 Filed 05/12/17 Entered 05/12/17 16:17:04 Desc Main Document Page 101 of 101 Case 2:17-ap-01271-SK Doc 2-1 Filed 05/11/17 Entered 05/11/17 15:07:21 Desc AP-Summons Page 4 of 4

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

true and correct copy of the foregoing document entitled: SUMMOR ROCEEDING [LBR 7004–1] and (2) the accompanying pleading(s)	NS AND NOTICE OF STATUS CONFERENCE IN ADVERSARY entitled:
,	
ill be served or was served (a) on the judge in chambers in the formated below:	and manner required by LBR 5005-2(d); and (b) in the manner
1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRO Orders and LBR, the foregoing document will be served by the co (date), I checked the CM/ECF docket for determined that the following persons are on the Electronic Mail N addresses stated below:	urt via NEF and hyperlink to the document. On or this bankruptcy case or adversary proceeding and
□ Sor	vice information continued on attached page
2. <u>SERVED BY UNITED STATES MAIL</u> : On (date) entities at the last known addresses in this bankruptcy case or adcopy thereof in a sealed envelope in the United States mail, first c Listing the judge here constitutes a declaration that mailing to the the document is filed.	, I served the following persons and/or versary proceeding by placing a true and correct lass, postage prepaid, and addressed as follows.
□ Ser	vice information continued on attached page
3. SERVED BY PERSONAL DELIVERY. OVERNIGHT MAIL. FA method for each person or entity served): Pursuant to F.R.Civ.P. 5 or (for those who consented in writing to such service method), by Listing the judge here constitutes a declaration that personal deliv completed no later than 24 hours after the document is filed.	5 and/or controlling LBR, on (<i>date</i>) entities by personal delivery, overnight mail service, facsimile transmission and/or email as follows
Ser I declare under penalty of perjury under the laws of the United Sta	vice information continued on attached page tes that the foregoing is true and correct.
Date Printed Name	Signature

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.